

EXHIBIT 1

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Hearing Time: 10:00 a.m. (Prevailing Eastern Time)

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11	
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DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)	
	:		
	:	(Jointly Administered)	
Debtors.	:		
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AMENDED DECLARATION OF STEPHEN DAWE IN SUPPORT OF DEBTORS'
AMENDED SUPPLEMENTAL REPLY WITH RESPECT TO PROOFS OF CLAIM
NUMBERS 837 & 838 (H.E. SERVICES COMPANY & ROBERT BACKIE)

("AMENDED DAWE DECLARATION – H.E. SERVICES COMPANY, ET AL.")

Stephen Dawe declares as follows:

1. Delphi Corporation and certain of its subsidiaries and affiliates are debtors and debtors-in-possession in these chapter 11 cases. I submit this declaration in support of the Debtors' Amended Supplemental Reply With Respect To Proofs Of Claim 837 and 838 (H.E. Services Company and Robert Backie) (the "Amended Supplemental Reply"). Capitalized terms not otherwise defined in this declaration have the meanings ascribed to them in the Amended Supplemental Reply and the Statement of Disputed Issues.

2. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge, my review of relevant documents, my opinion, and my experience with and knowledge of Delphi Automotive Systems LLC's ("DAS LLC") relationship with H.E. Services Company ("H.E. Services"). If I were called upon to testify, I could and would testify to the facts set forth herein.

3. I have worked for DAS LLC, or its predecessor the GM Corporation ("GM"), in various capacities since 1973. From 1996 to the present, I have been a member of the Purchasing Department. From 1997 to 2000, I served as the Metallic Purchasing Manager for the DAS LLC Saginaw Steering Systems division. In that capacity I oversaw Buyers who purchased products from H.E. Services. From 2000 through 2002, I served as the Purchasing Manager – Contract Manufacturing for the DAS LLC Saginaw Steering Systems division. In that capacity I oversaw both Buyers who purchased products from H.E. Services and Supplier Quality Engineers who evaluated the quality of H.E. Services' products. From 2002 to the present, I have continued to serve as a Purchasing Manager for DAS LLC; in 2002 I was the Business Line Purchasing Manager for Halfshafts, from 2003 through 2005 I was the Purchasing

Manager for Indirect & M&E, and since 2006 I have been the Purchasing Manager – Machinery & Equipment.

DAS LLC's General Process for Ordering Parts During the 1996-2004 Time Frame.¹

4. As a DAS LLC purchasing manager since 1996, I have knowledge of the process by which DAS LLC orders parts. Business Teams comprised of, among others, one manager from each business function, including engineering, purchasing, operations, sales and marketing, finance, and production control, oversee the part ordering process. Each Business Team oversees multiple product teams. Product teams focus on parts produced for specific model vehicles. For example, from 2002-2003, I served as the purchasing representative on the Halfshaft Business Team. The Halfshaft Business Team was responsible for fulfilling DAS LLC's halfshaft part requirements. In that capacity, the Halfshaft Business Team oversaw multiple halfshaft product teams. Each product team focused on a particular halfshaft produced for a specific model vehicle.

5. I learned of DAS LLC's part requirements in one of two ways. First, for parts that DAS LLC had not produced previously ("new parts"), our customer – usually GM – would notify the DAS LLC Sales Group of its needs. The Sales Group communicated directly with the customer to understand its needs. The Sales Group relayed the customer's requirements to the Cost Group. Then the Cost Group initiated what is known as a "cost request." A cost request is documentation directed to the Purchasing Department. The cost request summarized the customer's needs, including part and machinery specifications, delivery specifications, and part volume estimates. Based on my experience as a long-time DAS LLC employee and a

¹ The part ordering process remains substantially similar today; however, due to internal restructuring, some departments have been changed or eliminated.

member of the Purchasing Department, I understand that the Cost Group formulated its volume estimates for new parts based on information supplied by the customer, as well as information regarding the automotive industry and economy generally.

6. Second, for parts that DAS LLC previously had produced in its plant ("existing parts"), the Business Team collectively would make a decision to attempt to outsource the production of such parts. This decision was based on many factors including, among other things, labor rates, burden rates (i.e., expenses associated with production of the part), and floor space capacity. Once the Business Team determined to attempt outsourcing, the Cost Group initiated a cost request directed to the Purchasing Department. Cost requests for existing parts summarized DAS LLC's requirements including, among other things, part and machinery specifications, equipment and machinery consignment, delivery specifications, and part volume estimates. Based on my experience as a long-time DAS LLC employee and member of the Purchasing Department, I understand that the Cost Group formulated its volume estimates for existing parts based on DAS LLC's historical data, information supplied by the ultimate customer (e.g., the volumes of specific models of vehicles GM expects to sell), and information regarding automotive industry and economy generally.

7. Once the Purchasing Department received a cost request – for either new or existing parts – the Purchasing Department created a request for quotation ("RFQ") based on the information in the cost request. Then the Purchasing Department sent the RFQ to multiple potential suppliers. All RFQs included DAS LLC's General Terms and Conditions, which appeared on the back of each page of the RFQ. The General Terms and Conditions dated September 30, 1998 contain language stating: "Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle

Seller to a modification of the price for goods or services covered by this contract."² (See Ex. A § 3 (1998 Terms & Conditions).) In other words, scheduled shipments and projected part volumes may change as DAS LLC's customer requirements change.

8. After receiving RFQs, the potential suppliers bid on the business, i.e., submitted price and delivery quotes to DAS LLC. Usually, several rounds of bidding occurred before the Purchasing Department ultimately chose the most competitive supplier – in terms of both cost and quality – to produce the parts in question. This process is also known as DAS LLC's "competitive bidding process" or the "RFQ Process."

9. After the Purchasing Department chose the supplier of parts, the Purchasing Department issued a purchase order to the supplier. In the case of new parts, DAS LLC first created a quotation for submission to its customer, for example GM.³ If GM issued a purchase order to DAS LLC, only then would DAS LLC issue a purchase order to the winning supplier. In the case of existing parts, the Purchasing Department would simply issue a purchase order to the supplier.

10. Purchase orders for either new or existing parts were – and still are today – generally issued suppliers on one of two forms. The first form is called a "9FI" form. Form 9FI is used for spot buys, i.e., a one-time purchase of a relatively small number of parts. In other words, form 9FI is a fixed purchase order, specifying the fixed volume of parts that DAS LLC

² This language was changed in the June 24, 1999 Terms and Conditions and reads: "If Buyer determines that the requirements of Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other modification of this Contract." (Ex. B § 2.3 (1999 Terms & Conditions).)

³ At this point, DAS LLC still had not been awarded GM's business. In other words, GM was to DAS LLC as DAS LLC was to its suppliers. Thus, DAS LLC utilized quotes from its various suppliers, in addition to DAS LLC's internal costs, to determine a price quote for production and assembly of the final part to GM. GM could choose to accept or reject DAS LLC's quote.

agreed to purchase. The second form is called a "90I" form. Form 90I is used to purchase DAS LLC's requirements on an as needed basis. The volume of parts DAS LLC requires is not specified on the form 90I, rather only the price and a brief description of the parts are listed on form 90I. In other words, form 90I is DAS LLC's form of a requirements contract.

11. In cases when a form 90I requirements contract is issued to suppliers, the supplier ships parts at the times and in the quantities specified in "releases" issued to the supplier over the duration of the contract. Releases are issued by DAS LLC's Production Control group. Although I was not involved with issuing releases, based on my experience as a long-time DAS LLC employee and member of the Purchasing Department, I generally understand that Production Control issued the releases electronically to the supplier.

12. In most cases, after the issuance of a purchase order, the Purchasing Department's involvement ceased. However, the Purchasing Department may have become involved in the business relationship after issuance of a purchase order to the extent that problems arose with respect to a particular supplier. In such cases, the Purchasing Department was called upon due to its close relationships with suppliers.

Specific Involvement with H.E. Services.

13. I am unaware of DAS LLC ever asking H.E. Services or any employee of H.E. Services to establish a plant in the Flint Michigan area.

14. In or around 2000, after H.E. Service's Flint plant was operational, I became involved with the Flint Relationship. With respect to the Flint Relationship, when I became the Purchasing Manager – Contract Manufacturing I assumed responsibility for overseeing both the quality and cost of products purchased from various suppliers, including the products purchased from H.E. Services' Flint Manufacturing division ("Flint Manufacturing"). I

was similarly responsible for overseeing both the quality and cost of products purchased from H.E. Services' Saginaw plant, which was known as the Universal Manufacturing division ("Universal Manufacturing").

15. Prior to my involvement with the Flint Relationship, DAS LLC issued purchase orders to H.E. Services for the manufacture of machine shift tubes and side covers at its Flint Facility; after I became involved, DAS LLC issued a purchase order for press pins to the Flint Facility. Also prior to my involvement, in approximately 1999 and 2000, DAS LLC issued purchase orders to Universal Manufacturing for the assembly of lower column brackets, pump housings, tie rods, flanges and lock modules. DAS LLC issued each of these purchase orders to H.E. Services on form 90I requirements contracts. None of these purchase orders stated any estimated, much less guaranteed, volume of parts to be purchased; rather only the price and a description of the parts appeared on the purchase orders. (See Ex. C (purchase order 90I3412 for flange assembly, coupling assembly, shaft assembly, pump housings, jack screw, and support assembly, among other things); Ex. D (purchase order 90I4266 for side covers); Ex. E (purchase order 90I4400 alterations⁴ for lock modules, tie rods, and press pins, among other things); Ex. F (purchase order 90I4317 for lock modules); Ex. G (purchase order 90I4332 alterations⁵ for shift tubes, lower column bracket assemblies, and pump housings, among other things).)⁶

⁴ DAS LLC was unable to locate the original purchase order 90I4400.

⁵ DAS LLC was unable to locate the original purchase order 90I4332.

⁶ Although I did not oversee the issuance of these purchase orders, as a long-time Purchasing Manager I have general knowledge of how purchase orders are filed in the ordinary course of DAS LLC's business. In particular, purchase orders are filed by purchase order number (and not by supplier name). If supplied with a part number, one may use DAS LLC's computer system to search for all purchase orders for that part number; this computer system is not searchable by part description. I reviewed H.E. Services Supplemental Response to attempt to determine what purchase order numbers or part numbers were at issue with respect to the Flint Relationship; however, neither the purchase order numbers nor the part numbers were specified. With the assistance of counsel, I was able to piece together the part numbers at issue by looking at the documents

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16. Furthermore, each of the purchase orders issued to H.E. Services' Flint Manufacturing and Universal Manufacturing divisions expressly incorporated DAS LLC's General Terms and Conditions. (See id.) The General Terms and Conditions state: "ACCEPTANCE: Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only." (Ex. A § 1.) The General Terms and Conditions also state: "ENTIRE AGREEMENT: This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer." (Id. § 31.)

17. Moreover, each purchase order was issued only after H.E. Services bid in response to an RFQ. As explained above, DAS LLC's standard and well-established practice is to issue RFQs to multiple prospective suppliers who then have the opportunity to bid on the available work. Both the value and the quality of suppliers' products are considered when awarding business to the most competitive supplier. DAS LLC does not give prospective suppliers "high probability ratings" – or any probability ratings – related to their chance of securing future business.

18. Indeed, over the course of the Flint Relationship, DAS LLC issued RFQs to H.E. Services for the production or assembly of many products. In cases where H.E. Services failed to win the bid it was due solely to H.E. Services' relative lack of competitiveness. (See,

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produced during discovery. I used these part numbers to search the computer system for the associated purchase order numbers. Once I located the purchase order numbers, I asked Joan Nichols, the custodian of purchase order records, to locate the relevant purchase orders.

e.g., Ex. H (linear shift assemblies sourcing and recommendation summary demonstrating that H.E. Services bid was slightly higher than the current supplier's); Ex. I (shift bracket assembly sourcing and recommendation summary demonstrating that H.E. Services bid was \$10.22 per part higher than the winning supplier); Ex. J ("tele motor and pot" assembly sourcing and recommendation summary demonstrating that H.E. Services bid was \$5.34 per part higher than the winning supplier); Ex. K (motor bracket assembly sourcing and recommendation summary demonstrating that H.E. Services bid was \$6.68 per part higher than the winning supplier); see also Ex. L (9/4/01 letter from Robert Backie indicating that H.E. Services was "advised that [it would] not be awarded a P.O. for the machining of shift bowls" and that H.E. Services received RFQs for trunnion, spacer and bearing holder and prototype operations)⁷.) Decisions not to award business to H.E. Services were not premised on H.E. Services' minority status; such decisions were premised solely on H.E. Services' relative competitiveness.

Quality Problems Arise at H.E. Services.

19. Many quality problems arose with respect to products produced at both the Flint Manufacturing and Universal Manufacturing plants during the 2001-2003 timeframe.

20. For example, beginning in the summer of 2001 and continuing through early 2002, DAS LLC's customers issued Problem Reports and Resolutions ("PRR") to Universal Manufacturing, complaining of quality issues related to Universal Manufacturing's products.

21. In response to these PRRs, I asked a Supplier Quality Engineer reporting to me, Sybil Chernek, to audit Universal Manufacturing's facility and report back to me on the results. Ms. Chernek completed audits of Universal Manufacturing on March 22, 2002 and

⁷ Although Mr. Backie's September 4, 2001 letter indicates that H.E. Services had "shown a loss for fifteen straight months" (Ex. L), a November 28, 2001 letter from H.E. Services' Joe Stearns states that H.E. Services recorded a profit in October 2001 after instituting improvements and cost-cutting measures (Ex. M).

March 26, 2002. (See Ex. N (audits).) During these audits, Ms. Cherek reviewed Universal Manufacturing's production of lock modules and flanges, respectively. (See id.) As a result of the audits, DAS LLC placed Universal Manufacturing on "major nonconformity status" resulting from the "absence or total breakdown of [quality systems]" at Universal Manufacturing. (See id. at 23.) Further, it was determined that Universal Manufacturing's systems were unable to meet DAS LLC's customer requirements. (See id.) All products produced at Universal Manufacturing were thereby placed in Level II Containment⁸ until the end of May 2002, or later depending on subsequent findings. (Id. at 8.) Robert Backie was notified of this decision in a letter dated March 31, 2002. (Ex. O.)

22. Problems continued to surface at the Universal Manufacturing plant and, in August of 2002, I was notified that a sticky residue was found on the pump housings manufactured there. (Ex. P.) I also was informed that a visit to the plant revealed that "adequate maintenance of [the] washer was neither being performed nor documented." (Id.)

23. Similarly, in approximately the summer of 2002, I learned of quality issues with respect to side covers produced by Flint Manufacturing. Specifically, H.E. Services consistently machined the side cover castings supplied to it by a third company, Madison-Kipp, incorrectly.⁹ (Ex. Q.) As a result, the product was routinely returned to Madison-Kipp, at

⁸ When products are placed in Level II Containment, the supplier bears the cost of hiring a third company to inspect and sort all products prior to their use. This differs from Level I Containment where the supplier may inspect and sort their own products.

⁹ These problems were unrelated to the equipment DAS LLC supplied to Flint Manufacturing. All equipment consigned to H.E. Services was required to go through the Production Part Approval Process ("PPAP") before such equipment could be utilized. Although I was not involved in the PPAP, it is my understanding as a long-time DAS LLC employee and member of the Purchasing Department, that during the PPAP both equipment and the parts produced on that equipment are approved by DAS LLC's Quality Group. The PPAP would insure that parts produced on the consigned equipment met DAS LLC's requirements. DAS LLC could not receive parts against a purchase order until the PPAP had been completed. It is my understanding that all of the equipment consigned to H.E. Services went through the PPAP.

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substantial cost to Madison-Kipp, for reworking. (Id.) In August 2002, Madison-Kipp proposed to DAS LLC that it machine the castings, rather than send the castings to H.E. Services. (Id.) Madison-Kipp offered Delphi a price of \$2.1560 per side cover, resulting in a \$0.371 savings per side cover. (See id.) DAS LLC approached H.E. Services regarding both the quality and price issues with respect to this product and gave H.E. Services several opportunities to make their product more competitive and retain the business. (See id.)

24. Ultimately, on April 24, 2003, DAS LLC notified Robert Backie that H.E. Services was on the "Delphi Saginaw Steering Systems Top Problem Supplier List" as a result of H.E. Services' serious quality issues. (Ex. R.)

H.E. Services Requests Price Increases.

25. In approximately February 2002, as the quality of H.E. Services' products began to deteriorate, H.E. Services proposed various price increases to DAS LLC for certain parts produced at its Flint Manufacturing and Saginaw Manufacturing divisions. H.E. Services represented that these price increases were necessary to ensure their profitability where several of DAS LLC's projected volumes had not been met. However, DAS LLC never guaranteed specific volumes for the products at issue. The contractual relationships associated with these products were requirements contracts whereby DAS LLC agreed to purchase its requirements from H.E. Services. That requirements will change and sometimes be less than anticipated is well-known to sophisticated suppliers such as H.E. Services. Because DAS LLC continued to

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On occasions where I learned of problems related to any equipment on consignment to H.E. Services, I immediately remedied the problem. For example, in approximately 2001, I became aware of problems at Flint Manufacturing related to tooling equipment that DAS LLC had outsourced to H.E. Services. Specifically, I learned that the pin presses DAS LLC had supplied H.E. Services were in need of repair. In response, I immediately hired a repairman to fix the pin presses. After the repairs, the DAS LLC Supplier Quality Engineer who reported to me informed me that the problem was resolved.

purchase its requirements under these contracts, DAS LLC determined that the proposed price increases were not warranted. Therefore, DAS LLC rejected H.E. Services' unilateral attempt to alter the pricing terms of its contracts. (See Ex. S (Price Increase Follow-Up indicating that the request was refused on 2/25/2002).)

26. H.E. Services continued to pressure DAS LLC for price increases (and, conversely, the quality of its products continued to decrease, see supra ¶¶ 19-24). On or around April 9, 2002, DAS LLC personnel, including myself and Sybil Chernek, among others, and H.E. Services personnel, including Mr. Backie, met. Although the meeting was called to address the break down of quality systems at H.E. Services, Mr. Backie stated that he was uninterested in addressing the quality issues unless he was awarded price increases. (Ex. T (4/9/02 meeting notes).)¹⁰ Mr. Backie further stated that "there would not be a quality system [without] a price increase." (Id. at 2.) Mr. Backie also indicated that he did not want DAS LLC's "piddley" assembly jobs; he wanted lucrative hi-tech jobs. (Id.) Moreover, Mr. Backie threatened to breach his contracts with DAS LLC unless he was awarded a price increase. (Id.)

DAS LLC Properly Terminates its Contracts with H.E. Services.

27. On or around October 8, 2002, in response to H.E. Services' persistent requests for price increases, DAS LLC and H.E. Services personnel met again. (See Ex. U.) During the meeting, H.E. Services stated that it refused to continue to produce the products at the agreed upon rates. (See id.) I again told H.E. Services that DAS LLC refused to accept the price increases. (See id.) As a result, I advised H.E. Services that DAS LLC intended to resource the

¹⁰ Sybil Chernek took notes during the meeting and they accurately reflect my memory of what occurred during the meeting.

H.E. Services business to more competitive suppliers, because H.E. Services refused to continue producing parts at the contractually agreed upon prices.¹¹ (See id.)

28. In a subsequent meeting that occurred on or about December 4, 2002, DAS LLC and H.E. Services mutually agreed that all of the H.E. Services business would be resourced to more competitive suppliers because DAS LLC was unwilling to accept the proposed price increases. (See Ex. V (12/6/2002 Letter).)

29. Due to H.E. Services' pervading quality issues and continual requests for price increases, on or about December 6, 2002, DAS LLC notified H.E. Services in writing that because H.E. Services refused to honor its contract prices, DAS LLC intended to terminate its contracts with H.E. Services and resource the business to more competitive suppliers. (See id.) At that time, DAS LLC agreed to extend its current purchase orders with H.E. Services through and including March 31, 2003, giving DAS LLC several months to pursue resourcing the business. (Id.) DAS LLC further extended certain of these purchase orders as it continued to pursue resourcing the business. (See Ex. W (6/3/2004 Letter).) Prior to termination of its contracts with H.E. Services, DAS LLC ordered 100 percent of its requirements from H.E. Services pursuant to the terms of the contracts.

DAS LLC Resources Former H.E. Services Business to Other Suppliers.

30. Following the submission of RFQs to potential suppliers, DAS LLC eventually resourced the H.E. Services business to several new suppliers, including Prince Manufacturing ("Prince"), Contech Metal Forge ("Contech"), and Mariah Industries ("Mariah")

¹¹ Although H.E. Services expressed a willingness to continue to perform under the few contracts it viewed as lucrative, DAS LLC determined to terminate all of its contracts with H.E. Services. (See Exs. U, V.) Given H.E. Services' on-going quality issues and refusal to honor certain of its contractual obligations to DAS LLC, DAS LLC decided that it was prudent to resource all business away from H.E. Services' Flint Manufacturing and Universal Manufacturing divisions.

because these suppliers offered prices lower than H.E. Services' prices. (See, e.g., Ex. X (April 2, 2003 memorandum indicating that Prince's pricing resulted in a 17% savings to DAS LLC); Ex. Y (recommendation summary indicating that DAS LLC would benefit from "significant logistics saving[s]" by resourcing business away from H.E. Services to Contech, a division of SPX Corporation).) Mariah is a minority-owned company. (Ex. Z (indicating that the majority of the Universal Manufacturing business was resourced to another minority business enterprise ("MBE") named Mariah Industries).)

31. Due to the lack of historical quality records at H.E. Services' Flint Manufacturing and Universal Manufacturing divisions, we hired H.E. Services' Universal Inspection division ("Universal Inspection") to inspect and sort products produced by Prince and Mariah during the early production phase.¹² Despite problems with H.E. Services' Flint Manufacturing and Universal Manufacturing divisions, DAS LLC continued to have a good working relationship with Universal Inspection. (See id. ("It is our understanding that the Universal Inspection and Ancon facilities were profitable and we are disappointed that they are being closed. It was our intention to continue the business relationship with these divisions.").)

32. After DAS LLC resourced its business away from H.E. Services' Flint Manufacturing and Universal Manufacturing divisions, DAS LLC reclaimed possession of certain machinery and equipment that was on consignment to H.E. Services. I was informed that when DAS LLC collected this equipment it had been intentionally damaged. For instance, wires

¹² Because H.E. Services failed to maintain adequate quality process control records, there was not enough data available to insure that the processes transferred to Prince and Mariah met DAS LLC quality standards. DAS LLC needed additional information, gathered through inspection, to assure itself that the processes in place met quality control standards.

were severed inside the panel boxes of various pieces of equipment. (See Ex. AA.) DAS LLC bore the cost of repairing this damage.

Investigation of Invoices Payable to H.E. Services.

33. In mid-2004 I participated in an invoice investigation and reconciliation initiated by H.E. Services together with its financial advisor, McTevia & Associates. During the course of my involvement with that investigation, DAS LLC paid over \$200,000 in outstanding invoices to H.E. Services.¹³ At that time, DAS LLC disputed the validity of certain invoices claimed by H.E. Services and refused to pay H.E. Services for those invoices. Specifically, DAS LLC refused to pay H.E. Services for six invoices addressed to Ramatech LLC for inspection work that H.E. Services performed when Ramatech was in Level II Containment. Although DAS LLC required that the inspection be performed, it was Ramatech's obligation as a supplier in Level II Containment to absorb the cost of this inspection. This is shown by the fact that the original invoices to Ramatech reference purchase order numbers that are not DAS LLC-generated purchase order numbers. (See Locricchio Am. Decl. Ex. H.)

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing statements are true and correct.

Executed on August 30, 2007 in Saginaw, Michigan.

/s/ Stephen Dawe

Stephen Dawe

¹³ My involvement ceased in approximately September 2004 and I have no knowledge as to whether DAS LLC paid additional amounts to H.E. Services after that time.

EXHIBIT A

1. ACCEPTANCE:

Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

2. SHIPPING AND BILLING:

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the invoice carrier, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Sell Bill Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Multilateral Netting System (MNS-2), which provides, on average, that payment shall be made on the second day of the second month following. In the case of the Buyer's North American facilities, Seller's shipment date of goods or date of services, and, for all of Buyer's other locations, Buyer's receipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract.

3. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS:

If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense.

5. CHANGES:

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paragraph 31.

6. SUPPLIER QUALITY AND DEVELOPMENT: INSPECTION:

Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller, as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

7. NONCONFORMING GOODS:

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide such instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

8. FORCE MAJEURE:

Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event of occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event of occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Buyer, Seller, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurance that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

9. WARRANTY:

Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:

If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise the measure of care and precaution that will best prevent bodily injury or property damage in the handling,

transportation, processing, use or disposal of the goods or services and packing shipped to Buyer.

11. INSOLVENCY:

Buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

12. TERMINATION FOR BREACH OR NONPERFORMANCE:

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.

13. TERMINATION FOR CONVENIENCE:

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract. In addition, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

14. INTELLECTUAL PROPERTY:

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design, right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services; Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the goods delivered under this contract without payment of any royalty to Seller; (c) that parts manufactured or based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered "works made for hire," to the extent that the works do not qualify as "works made for hire." Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein.

15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract.

16. INDEMNIFICATION:

If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

17. INSURANCE:

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The carrier will provide to Buyer what Buyer will receive 30 days prior written notice from the insurer of any termination or reduction in the scope or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

18. SELLER'S PROPERTY:

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary for the production of the goods. The cost of changes to Seller's Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

19. BUYER'S PROPERTY:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be consigned to Seller, and be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to the location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

20. SERVICE AND REPLACEMENT PARTS:

Seller will sell to Buyer goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

21. REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repacking or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

22. CUSTOMS; EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

23. SETOFF/RECOMPENSE:

In addition to any right of setoff or recompense provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

24. NO ADVERTISING:

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

25. COMPLIANCE WITH LAWS; FORCED LABOR:

Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of origin, destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or provision of services under this contract. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

26. NO IMPLIED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

27. NON-ASSIGNMENT:

Seller may not assign or delegate its obligations under this contract without Buyer's prior written consent.

28. RELATIONSHIP OF PARTIES:

Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW; JURISDICTION:

This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued.

30. SEVERABILITY:

If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

31. ENTIRE AGREEMENT:

This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

Revised: September 30, 1998

EXHIBIT B

Revised June 24, 1999

DELPHI AUTOMOTIVE SYSTEMS
GENERAL TERMS AND CONDITIONS

Delphi Automotive Systems seeks to exceed its customers' expectations. Delphi's suppliers are integral to achieving this objective, and Delphi hopes that its suppliers will recognize Delphi as their preferred customer. Delphi will establish high performance expectations for itself and its suppliers, measure performance and reward superior performance.

1. ACCEPTANCE

Seller acknowledges and agrees that these General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). Seller acknowledges and agrees that it has read and understands these General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including these General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

2. SHIPPING AND BILLING

2.1 Shipping. Seller will (a) properly pack, mark and, ship goods as instructed by Buyer or any carriers and in accordance with any applicable laws or regulations, (b) route shipments as Buyer instructs, (c) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in this Contract, (d) provide packing slips with each shipment that identify Buyer's contract and/or release number and the date of the shipment, and (e) promptly forward the original bill of lading or other shipping receipt with respect to each shipment as Buyer instructs. Seller will include on bills of lading or other shipping receipts the correct classification identification of the goods shipped as Buyer or the carrier requires. The marks on each package and identification of the goods on packing slips, bills of lading and invoices must enable Buyer to easily identify the goods.

2.2 Billing. Seller will (a) accept payment based upon Buyer's Evaluated Receipt Record/Self-Billed Invoice unless Buyer requests that Seller issue and deliver an invoice and (b) accept payment by electronic funds transfer. If the payment due date is not otherwise specified in this Contract, the payment due date will be the due date established by the Multilateral Netting System (MNS-2) used by Buyer, which provides, on average, that payment will be due on the second day of the second month following the date Buyer receives the goods or services. Buyer may withhold payment for any goods or services until Buyer receives evidence, in such form and detail as Buyer requires, of the absence of any liens, encumbrances and claims on such goods or services.

2.3 Delivery Schedules. Deliveries will be made in the quantities, on the dates, and at the times specified by Buyer in this Contract or any subsequent releases or instructions Buyer issues under this Contract. Time is of

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the essence with respect to all delivery schedules Buyer establishes. Buyer will not be required to pay for any goods that exceed the quantities specified in Buyer's delivery schedules or to accept goods that are delivered in advance of the delivery date specified in Buyer's delivery schedules. Seller bears the risk of loss of all goods delivered in advance of the delivery date specified in Buyer's delivery schedules. If Buyer determines that the requirements of Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other modification of this Contract.

2.4 Premium Shipments. If Seller fails to have goods ready for shipment in time to meet Buyer's delivery schedules using the method of transportation originally specified by Buyer and, as a result, Buyer requires Seller to ship the goods using a premium (more expeditious) method of transportation, Seller will ship the goods as expeditiously as possible. Seller will pay, and be responsible for, the entire cost of such premium shipment, unless Buyer's actions caused Seller to fail to meet Buyer's delivery schedules, in which case Buyer will pay any costs for premium shipment.

3. SPECIFICATION, DESIGN AND SCOPE CHANGES

Buyer may at any time require Seller to implement changes to the specifications or design of the goods or to the scope of any services or work covered by this Contract, including work related to inspection, testing or quality control. While Buyer will endeavor to discuss any such changes with Seller as early as practical, Seller will promptly implement such changes. Buyer will equitably determine any adjustment in price or delivery schedules resulting from such changes, including Buyer's payment of reasonable costs of modifications to Seller's Equipment and Facilities (as defined in Article 16) necessary to implement such changes. In order to assist in the determination of any equitable adjustment in price or delivery schedules, Seller will, as requested, provide information to Buyer, including documentation of changes in Seller's cost of production and the time to implement such changes. In the event of any disagreement arising out of such changes, Buyer and Seller will work to resolve the disagreement in good faith, provided, however, that Seller will continue performing under this Contract, including prompt implementation of changes required by Buyer, while Buyer and Seller resolve any disagreement arising out of such changes.

4. QUALITY AND INSPECTION

Seller will participate in Buyer's supplier quality and development program(s) and comply with all quality requirements and procedures Buyer specifies from time to time. Seller will permit Buyer and its representatives and consultants to (i) inspect Seller's books and records in order to monitor Seller's compliance with this Contract and Seller's financial condition and (ii) enter Seller's facilities at reasonable times to inspect such facilities and any goods, materials and property that relate to this Contract. No such inspection by Buyer will constitute acceptance by Buyer of any work-in-process or finished goods.

5. NON-CONFORMING GOODS

Buyer is not required to perform incoming inspections of any goods, and Seller waives any right to require Buyer to conduct any such inspections. Seller will not substitute any goods for the goods covered by this Contract unless Buyer consents in writing. If Buyer rejects any goods as non-conforming, Buyer may, at its option, (a) reduce the quantities of goods ordered under this Contract by the quantity of non-conforming goods, (b) require Seller to replace the non-conforming goods, and/or (c) exercise any other applicable rights or remedies. If Seller fails to inform Buyer in writing of the manner in which Seller desires that Buyer dispose of non-conforming goods within forty-eight (48) hours of notice of Buyer's rejection of non-conforming goods (or such shorter period as is reasonable under the circumstances), Buyer will be entitled to dispose of the non-conforming goods without liability to Seller, provided, however, that in any event Buyer may elect to

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arrange for the shipment of any non-conforming goods back to Seller at Seller's expense. Seller will bear all risk of loss with respect to all non-conforming goods and will promptly pay or reimburse all costs incurred by Buyer to return, store or dispose any non-conforming goods. Buyer's payment for any non-conforming goods will not constitute acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Seller of responsibility for the non-conforming goods.

6. FORCE MAJEURE

If Seller is unable to produce, sell or deliver any goods or services covered by this Contract, or Buyer is unable to accept delivery, buy or use any goods or services covered by this Contract, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under this Contract that results from such event or occurrence will be excused for so long as such event or occurrence continues, provided, however, that the affected party gives written notice of such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than three (3) days thereafter). Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, floods, windstorms, severe weather, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), equipment breakdowns and power failures. During any delay or failure to perform by Seller, Buyer may (i) purchase substitute goods from other available sources, in which case the quantities under this Contract will be reduced by the quantities of such substitute goods and Seller will reimburse Buyer for any additional costs to Buyer of obtaining the substitute goods compared to the prices set forth in this Contract and/or (ii) have Seller provide substitute goods from other available sources in quantities and at times Buyer requests and at the prices set forth in this Contract. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days, Buyer may terminate this Contract without liability. Before any of Seller's labor contracts expire and as soon as Seller anticipates or learns of any impending strike, labor dispute, work stoppage or other disruption at Seller's facilities that might affect the delivery of goods to Buyer, Seller will produce (and locate in an area that will not be affected by any such disruption) a finished inventory of goods in quantities sufficient to ensure the supply of goods to Buyer for at least thirty (30) days after such disruption commences.

7. WARRANTY

7.1 General. Seller warrants and guarantees to Buyer, its successors, assigns and customers that the goods and services covered by this Contract will (a) conform to all applicable specifications, drawings, samples, descriptions, brochures and manuals furnished by Seller or Buyer, (b) will be merchantable, (c) of good material and workmanship, (d) free from defect, and (e) are fit and sufficient for the particular purposes intended by Buyer and any customer of Buyer. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

7.2 Date and Time Processing. Seller warrants and guarantees to Buyer and its customers that any products (including computer hardware, software, firmware, machinery and equipment) covered by this Contract must at all times accurately process, handle, calculate, compare and sequence date and time data from, into, within and between the 20th and 21st centuries, including leap year calculations.

7.3 Warranty Period. The period for each of the foregoing warranties will be that provided by applicable law, except that if Buyer ever provides a longer warranty to its customers, such longer warranty period will apply to the goods covered by this Contract.

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8. INGREDIENTS AND HAZARDOUS MATERIALS

If Buyer requests, Seller will promptly furnish to Buyer, in such form and detail as Buyer directs: (a) a list of all ingredients in the goods, (b) the amount of all ingredients, and (c) information concerning any changes in or additions to the ingredients. Prior to, and together with, the shipment of the goods, Seller will furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing.

9. INSOLVENCY OF SELLER

Buyer may immediately terminate this Contract without liability to Seller in any of the following or any similar events: (a) insolvency or financial difficulties of Seller, (b) filing of a voluntary petition in bankruptcy by Seller, (c) filing of any involuntary petition in bankruptcy against Seller, (d) appointment of a receiver or trustee for Seller, (e) execution of an assignment for the benefit of creditors by Seller, or (f) any accommodation by Buyer, financial or otherwise, not contemplated by this Contract, that are necessary for Seller to meet its obligations under this Contract. Seller will reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not this Contract is terminated, including, but not limited to, all attorney or other professional fees.

10. TERMINATION FOR BREACH

Buyer may terminate all or any part of this Contract, without liability to Seller at any time after execution if Seller (a) repudiates, breaches, or threatens to breach any of the terms of this Contract, including Seller's warranties, (b) fails to perform or threatens not to perform services or deliver goods in accordance with this Contract; or (c) fails to assure timely and proper completion of services or delivery of goods.

11. TERMINATION FOR CONVENIENCE

In addition to any other rights of Buyer to terminate this Contract, Buyer may immediately terminate all or any part of this Contract, at any time and for any reason, by notifying Seller in writing. Upon such termination, Buyer may, at its option, purchase from Seller any or all raw materials, work-in-process and finished goods inventory related to the goods under this Contract which are useable and in a merchantable condition. The purchase price for such finished goods, raw materials and work-in-process, and Seller's sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination, will be (a) the contract price for all goods or services that have been completed in accordance with this Contract as of termination date and delivered and accepted by Buyer and not previously paid for, plus (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this Contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract less (c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent. In no event will Buyer be required to pay for finished goods, work-in-process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Article will not exceed the aggregate price for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Seller will submit a comprehensive

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termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer requests.

12. TECHNICAL INFORMATION

12.1 Exchange of Information. Buyer and Seller will cooperate to create, maintain, update, and share technical information about the goods, products, machinery, materials, formulations and their manufacture, use, application and control in compliance with Buyer's drafting and math data standards. Such technical information will not be subject to any use or disclosure restrictions. Accordingly, Seller agrees not to assert any claims against Buyer, its customers or their respective suppliers with respect to any technical information that Seller discloses in connection with this Contract.

12.2 Waiver of Claims. Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer, Buyer's customers or their respective suppliers with respect to any technical information that Seller shall have disclosed or may hereafter disclose in connection with the goods or services covered by this Contract.

12.3 Repair and Rebuild. Seller authorizes Buyer, its affiliates, agents and subcontractors, and Buyer's customers and their subcontractors to repair, reconstruct or rebuild the goods and products delivered under this Contract without payment of any royalty or other compensation to Seller.

12.4 Computer Programs and Written Works. All works of authorship, including without limitation, software, computer programs, and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates thereof and all other written work products or materials, which are created in the course of performing this Contract (separately or as part of any goods and components) are "works made for hire" and the sole property of Buyer. To the extent that such works of authorship do not qualify under applicable law as works made for hire, Seller agrees to assign and assigns to Buyer all right, title and interest in any intellectual property rights in such works of authorship.

13. INDEMNIFICATION

13.1 Infringement. Seller will defend, hold harmless and indemnify Buyer and its customers, and their respective successors and assigns, against any claims of infringement (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) and resulting damages and expenses (including, without limitation, attorney and other professional fees and disbursements) relating to the goods or services covered by this Contract, including any claims in circumstances where Seller has provided only part of the goods or services. Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer's specifications.

13.2 Activities on Buyer's Premises. Seller will defend, hold harmless, and indemnify Buyer from and against any liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or in connection with the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer's or Buyer's customer's premises or the use of the property of Buyer or any customer of Buyer, except to the extent such liability arises out of the negligence or willful misconduct of Buyer or Buyer's customer.

13.3 Product Liability. Seller will defend, hold harmless, and indemnify Buyer from and against any liability and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any third party claims or demands to recover for personal injury or death, property damage or economic loss caused by any of the goods or services supplied by Seller (regardless of whether

Revised June 24, 1999

such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage or loss results from Buyer's specifications as to design or materials or from alteration or improper repair, maintenance or installation by any party other than Seller.

14. COMPLIANCE WITH LAWS

Seller, and any goods or services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Neither Seller nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or services under this Contract. Upon Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Seller's noncompliance with this Article.

15. INSURANCE

Seller will maintain insurance coverage as required by applicable law or as reasonably requested by Buyer with carriers reasonably acceptable to Buyer. With respect to any such insurance coverage, Seller will furnish to Buyer either a certificate evidencing satisfaction of the above-mentioned insurance requirements under this Contract or certified copies of all insurance policies within ten (10) days after Buyer requests. The certificate must provide that Buyer will receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The furnishing of certificates of insurance and purchase of insurance will not limit or release Seller from Seller's obligations or liabilities under this Contract.

16. SELLER'S EQUIPMENT

Seller, at its expense, will furnish, keep in good condition, and replace when necessary all of its machinery and equipment, including related tooling, jigs, dies, gauges, fixtures, molds, patterns, fixtures and other accessories, required for the production of the products covered by this Contract ("Seller's Equipment"). Seller will insure Seller's Equipment with fire and extended coverage insurance for its full replacement value. Seller grants Buyer an irrevocable option to take possession of, and title to, all or part of Seller's Equipment that is specially designed or outfitted for the production of the goods covered by this Contract upon payment to Seller of the net book value of such Seller's Equipment less any amounts that Buyer has previously paid to Seller for the cost of such Seller's Equipment. This option will not apply to the extent that Seller's Equipment is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others. Buyer's right to exercise this option is not conditioned on Seller's breach or Buyer's termination of this Contract or upon payment of any other amounts due under this Contract.

17. BUYER'S PROPERTY

17.1 Bailment of Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items Buyer furnishes, either directly or indirectly, to Seller, or for which Buyer gives consideration to Seller in whole or in part ("Buyer's Property"), will be and remain the property of Buyer and be held by Seller on a bailment basis. To the extent that this Contract provides that Buyer will reimburse Seller for any specific items of Buyer's Property (such as tooling), Seller will purchase and pay for such Buyer's Property as agent of Buyer. To the extent that this Contract provides that Seller will obtain any specific items of Buyer's Property (such as tooling) without separate or additional payment or reimbursement by Seller,

Revised June 24, 1999

Seller acknowledges and agrees that Buyer's issuance of this Contract is good and sufficient consideration for such Buyer's Property and that title to such Buyer's Property shall vest immediately in Buyer and be held by Seller pursuant to this Article. Seller shall assign to Buyer any contract rights or claims in which Seller has an interest with respect to Buyer's Property. Seller shall also execute (i) any bills of sale or other documents of conveyance Buyer requests to evidence the transfer to Buyer of title to any Buyer's Property, related contract rights and claims and (ii) any financing statements or other documents Buyer requests to evidence Buyer's ownership of Buyer's Property. Title to all replacement parts, additions, improvements and accessories purchased by Seller will vest in Buyer immediately upon attachment to or incorporation into Buyer's Property. Seller will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of Buyer's Property. Furthermore, Seller will not assert, or permit any person claiming an interest through Seller to assert any claims of ownership to or any other interest in Buyer's Property. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on or in any of Buyer's Property for work performed on such property or otherwise. Goods manufactured based on Buyer's drawings and/or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written authorization.

17.2 Seller's Duties with Respect to Buyer's Property. While Buyer's Property is in Seller's possession and until Seller delivers Buyer's Property back to Buyer, Seller bears the risk of loss and damage to Buyer's Property. Seller will be responsible for the cost of repairing or replacing Buyer's Property if it is damaged or destroyed regardless of cause or fault. Seller will at all times: (a) regularly inspect, maintain in good condition, and repair Buyer's Property at Seller's own expense, (b) use Buyer's Property only for the performance of this Contract, (c) deem Buyer's Property to be personal property, (d) conspicuously mark Buyer's Property as the property of Buyer and maintain such markings, (e) not commingle Buyer's Property with the property of Seller or with that of a third person, (f) not move Buyer's Property from Seller's premises without Buyer's written approval, and (g) use Buyer's Property in compliance with Buyer's or the manufacturer's instructions and in compliance with all federal, state and local laws, ordinances and regulations. Buyer will have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto.

17.3 Return of Buyer's Property. Seller agrees that Buyer has the right, at any time and from time to time, with or without reason and without payment of any kind, to retake possession of or request the return of Buyer's Property. Without further notice or court hearings, which rights, if any, are hereby waived, Buyer or its designee(s) will have the right to enter Seller's premises and take possession of any and all of Buyer's Property. Upon Buyer's request and in accordance with Buyer's instructions, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Seller, either (i) Ex Works (Incoterms 1990) at Seller's plant properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such Buyer's Property or (ii) to any location Buyer designates, in which event Buyer will pay Seller the reasonable costs of delivering Buyer's Property to the location Buyer designates. If Seller does not release and deliver any Buyer's Property in accordance with this Article, Buyer may obtain an immediate writ of possession without notice and without the posting of any bond and/or enter Seller's premises, with or without legal process, and take immediate possession of Buyer's Property.

17.4 Disclaimer of Warranties. Seller acknowledges and agrees that (i) Buyer is not the manufacturer of Buyer's Property nor the manufacturer's agent nor a dealer therein, (ii) Buyer is bailing Buyer's Property to Seller for Seller's benefit, (iii) Seller is satisfied that Buyer's Property is suitable and fit for its purposes, and (iv) **BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.** Buyer will not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by Buyer's Property, including, without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service or for any

Revised June 24, 1999

loss of business whatsoever or howsoever caused, including, without limitation, any loss of anticipatory damages, profits or any other indirect, special or consequential damages.

17.5 Development, Engineering And Consulting Services. Engineering, consulting or development services ("Development Services") funded under this Contract that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property ("IP") shall be the sole property of Buyer. Seller agrees to assign all right, title and interest in and to IP that results from Development Services ("Developed IP") to Buyer. Seller shall notify Buyer of the existence of Developed IP and assist Buyer in every reasonable way to perfect its right, title and interest in Developed IP, such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

18. SERVICE AND REPLACEMENT PARTS

During the term of this Contract, Seller will sell to Buyer goods necessary to fulfill Buyer's service and replacement parts requirements to Buyer's customers at the then current production price(s) under this Contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. If this Contract is in effect at the end of the vehicle production program into which the goods covered by the Contract are incorporated, Seller will also sell goods to Buyer to fulfill Buyer's and its customers' service and replacement parts requirements during the fifteen (15) year period following the end of such vehicle production program (the "Post-Production Period"), and this Contract will automatically remain in effect during the entire Post-Production Period. During the first three (3) years of the Post-Production Period, the price(s) for such goods will be the production price(s) which were in effect at the commencement of the Post-Production Period. For the remainder of the Post-Production Period, the price(s) for such service goods will be as reasonably agreed to by the parties. If requested by Buyer, Seller will also make service literature and other materials available at no additional charge to support Buyer's service activities.

19. REMEDIES

The rights and remedies reserved to Buyer in this Contract are cumulative with, and in addition to, all other or further remedies provided in law or equity.

20. CUSTOMS AND EXPORT CONTROLS

Credits or benefits resulting or arising from this Contract, including trade credits, export credits or the refund of duties, taxes or fees, belong to Buyer. Seller will provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive these benefits or credits, and to fulfill any customs related obligations, origin marking or labeling requirements and local content origin requirements. Seller will obtain all export licenses or authorizations necessary for the export of the goods unless otherwise indicated in this Contract, in which event Seller will provide all information as may be necessary to enable Buyer to obtain such licensees or authorization(s). Seller will make all arrangements that are necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

21. SETOFF AND RECOVERY

Revised June 24, 1999

With respect to any monetary obligations of Seller or Seller's affiliates to Buyer or Buyer's affiliates, Buyer may (i) setoff such obligations against any sums owing to Seller or Seller's affiliates and/or (ii) recoup such obligations from any amounts paid to Seller or Seller's affiliates by Buyer or Buyer's affiliates.

22. NO ADVERTISING

Seller will not, in any manner, advertise or publish that Seller has contracted to furnish Buyer the goods or services covered by this Contract or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials unless Buyer consents in writing.

23. NO IMPLIED WAIVER

The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller's obligations under this Contract.

24. ASSIGNMENT

Buyer may assign its rights and obligations under this Contract without Seller's prior written consent. Seller may not assign or delegate its rights or obligations under this Contract without Buyer's prior written consent.

25. RELATIONSHIP OF PARTIES

Seller and Buyer are independent contracting parties. Nothing in this Contract makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

26. GOVERNING LAW AND JURISDICTION

This Contract is to be construed according to the laws of the country (and state or province, if applicable) from which this Contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this Contract is issued.

27. SEVERABILITY

If any provision of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract will remain in full force and effect.

28. RIGHT TO AUDIT AND INSPECT

Revised June 24, 1999

Buyer, at its expense, has the right to audit and review all relevant books, records, payroll data, receipts and other documents, including Seller's administrative and accounting policies, guidelines, practices and procedures, in order to substantiate any charges and other matters under this Contract. Seller will maintain and preserve all such documents for a period of four (4) years following final payment under this Contract. In addition, Buyer has the right to inspect all inventories, work-in-process, materials, machinery, equipment, tooling, fixtures, gauges, and other items related to Seller's performance of this Contract. Seller will provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such audits or inspections by Buyer.

29. ENTIRE AGREEMENT

This Contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written contract amendment issued by Buyer. Notwithstanding anything to the contrary contained herein, Buyer explicitly reserves, and this Contract will not constitute a waiver or release of, any rights and claims against Seller arising out of, or relating to, any fraud or duress in connection with the formation of this Contract or any breach or anticipatory breach of any previously existing contract between Buyer and Seller (whether or not such previously existing contract related to the same or similar goods or subject matter as this Contract). All payments by Buyer to Seller under this Contract are without prejudice to Buyer's claims, rights, or remedies.

EXHIBIT C

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

APRIL 23, 1998

INVOICE TO

INVOICELESS PURCHASE ORDER
DO NOT MAIL INVOICE

ATTN: ACCOUNTS PAYABLE

SHIP TO

SHIP ACCORDING TO RELEASE AND
SHIPPING SCHEDULES

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
AS RELEASED		NET MNS-2		C CA
F.O.B. SHIPPING POINT			VIA SEE INSTRUCTIONS BELOW	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 4/23/98 AND EXPIRES 12/31/03.		
<p>ATTENTION*** THE PAYMENT DATE IS SET FORTH IN THE LINE ITEM DETAIL OF THIS CONTRACT, OR IF NOT STATED, SHALL BE THE DATE ESTABLISHED BY THE BUYER'S MULTILATERAL NETTING SYSTEM (MNS-2), WHICH PROVIDES, ON AVERAGE, THAT PAYMENT SHALL BE MADE ON THE SECOND DAY OF THE SECOND MONTH FOLLOWING, IN THE CASE OF THE BUYER'S NORTH AMERICAN FACILITIES, SELLER'S SHIPMENT DATE OF GOODS OR DATE OF SERVICES, AND, FOR ALL OF THE BUYER'S OTHER LOCATIONS, BUYER'S RECEIPT DATE OF THE GOODS OR DATE OF SERVICES. BUYER MAY WITHHOLD PAYMENT PENDING RECEIPT OF EVIDENCE, IN SUCH FORM AND DETAIL AS BUYER MAY DIRECT, OF THE ABSENCE OF ANY LIENS, ENCUMBRANCES AND CLAIMS ON THE GOODS OR SERVICES UNDER THIS CONTRACT.</p> <p>THE SUPPLIER AGREES TO SELL AND THE BUYER AGREES TO PURCHASE, AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS IN THE FACE AND REVERSE SIDE HEREOF, AND BY REFERENCE AS THOUGH TYPED HEREON, THE SUPPLEMENTAL TERMS AND CONDITIONS ATTACHED TO THE REQUEST FOR QUOTATION, THE FOLLOWING PERCENT OF OF THE ARTICLE(S) DESCRIBED BELOW FOR THE ABOVE TIME PERIOD.</p> <p>THIS PURCHASE ORDER IS AN INVOICELESS PURCHASE ORDER, THE INDICATOR FOR YOU THE SUPPLIER IS THE "I" IN THE THIRD POSITION OF THE PURCHASE ORDER NUMBER. (EXAMPLE SAGXX"I"XXXX) UNDER THE INVOICELESS PAYMENT PROGRAM, YOUR COMPANY IS NO LONGER REQUIRED TO SEND INVOICES TO RECEIVE PAYMENT. THE AUTOMOTIVE COMPONENTS GROUP WILL GENERATE PAYMENTS TO YOUR COMPANY BASED UPON RECEIPT OF MATERIAL AT THE CURRENT PRICE AND PAYMENT TERMS. TO EXPEDITE PAYMENT UNDER THE INVOICELESS PAYMENT PROGRAM, YOU WILL NEED TO ADHERE TO THE FOLLOWING GUIDELINES: 1- ADVISE THE BUYER OF ANY DISCREPANCIES ON THE PURCHASE ORDER PRIOR TO THE SHIPMENT OF TH MATERIAL. 2- DELPHI PART/ITEM CODE NO. MUST BE INCLUDED ON ALL PACKING SLIPS AND</p>				
CONTINUED ON PAGE 2				

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS
HEREON AND ON THE REVERSE SIDE.

D. KOWALESKI
BUYER
PHONE: (517) 757-3483
FAX (517) 757-5983

PAGE

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

APRIL 23, 1998

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SHIPPING SCHEDULES

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
MAILED TO THE "RECEIVING NOTIFY" PERSON ON PO. 3- THE UNIT OF MEASURE ON THE PACKING SLIP MUST BE THE SAME AS THE PURCHASE ORDER UNIT OF MEASURE. 4- DO NOT SEND AN INVOICE. PAYMENT WILL BE BASED ON RECEIPT RECORDS. 5- A MONTHLY STATEMENT IS REQUIRED BY THE 10TH OF EACH MONTH. 6- CONTAINER CHARGES, SET-UP CHARGES, AND OTHER MISCELLANEOUS CHARGES MUST BE BILLED MONTHLY IN A SUMMARY BILLING WHICH CONTAINS THE FOLLOWING INFORMATION: A- COMPLETE PURCHASE ORDER NUMBER. B- BILL OF LADING OR PACKING SLIP NUMBER. C- RELEASE NUMBERS. D- SHIPMENT DATE FOR EACH ITEM. WHEN THE ABOVE IS NECESSARY, BILL TO "NAO DISBURSEMENT ANALYSIS", PO BOX 436040, PONTIAC, MI 48343-6040. PLEASE NOTE THAT SALES TAX SHOULD NOT BE BILLED IN A MONTHLY SUMMARY SINCE DELPHI SAGINAW HAS A DIRECT PAY PERMIT WITH THE FOLLOWING STATES: ALABAMA PAY PERMIT NO. 224 MICHIGAN PAY PERMIT NO. ME3800440 NEW YORK PAY PERMIT NO. DP000036 COMPLIANCE WITH THESE GUIDELINES WILL PROMOTE PROMPT PAYMENT.				
	5673155	COUPLING ASSY, FLANGE + STRG TO BLUEPRINT REV. AE DATED 11/18/75 PER CHART REV. AE DTD 11/18/75 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	5689757	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. F DATED 2/19/71 PER CHART REV. F DTD 2/19/71 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	5690345	SHAFT ASSY, CPLG + UPPER STRG TO BLUEPRINT REV. L DATED 2/21/75 PER CHART REV. L DTD 2/21/75	2.35	PC
CONTINUED ON PAGE 3				

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS
HEREON AND ON THE REVERSE SIDE.

D. KOWALESKI,
BUYER

PHONE: (517) 757-3183
FAX (517) 757-5983

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

APRIL 23, 1998

INVOICE TO

INVOICELESS PURCHASE ORDER
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ATTN: ACCOUNTS PAYABLE

SHIP TO

SHIP ACCORDING TO RELEASE AND
SHIPPING SCHEDULES

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).**

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		ACTIVE ACT 2400 75000 TAX 4F		
	5690736	FLANGE ASSY, LOWER PURCHASED COMPLETE TO BLUEPRINT REV. J DATED 7/13/71 PER CHART REV. J DTD 7/13/71 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	5690809	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. F DATED 4/30/62 PER CHART REV. F DTD 4/30/62 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	5691327	FLANGE ASSY, LOWER TO BLUEPRINT REV. C DATED 1/20/78 PER CHART REV. C DTD 1/20/78 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	5691448	COUPLING ASSY, STEERING SHAFT TO BLUEPRINT DATED 5/09/62 PER CHART DTD 5/09/62 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	5691461	FLANGE ASSY, STEERING SHAFT	2.35	PC
CONTINUED ON PAGE 4				

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D. KOWALESKI,
BUYER

PHONE: (517) 757-3183
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PAGE

PURCHASING LOCATION
 DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

APRIL 23, 1998

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO INVOICELESS PURCHASE ORDER DO NOT MAIL INVOICE ATTN: ACCOUNTS PAYABLE SHIP TO SHIP ACCORDING TO RELEASE AND SHIPPING SCHEDULES -----

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES				
QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		PURCHASED COMPLETE TO BLUEPRINT REV. C DATED 7/13/71 PER CHART REV. C DTD 7/13/71 ACTIVE ACT 2400 75109 TAX 4B		
	5691698	FLANGE ASSY, LOWER TO BLUEPRINT REV. K DATED 4/27/79 PER CHART REV. K DTD 4/27/79 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	5692007	FLANGE ASSY, COUPLING + LOWER TO BLUEPRINT REV. F DATED 11/18/75 PER CHART REV. F DTD 11/18/75 OBSOLETE ACT 2400 75000 TAX 4F	2.35	PC
	5694708	COUPLING ASSY, STEERING SHAFT TO BLUEPRINT REV. 001 DATED 3/04/98 PER CHART REV. 001 DTD 3/04/98 OBSOLETE ACT 2400 75000 TAX 4F	2.35	PC
	5694709	FLANGE ASSY, LOWER TO BLUEPRINT REV. D DATED 2/22/71 PER CHART REV. D DTD 2/22/71 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
CONTINUED ON PAGE 5				

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS HEREON AND ON THE REVERSE SIDE.

D. KOWALESKI,
 BUYER
 PHONE: (517) 757-3183
 FAX (517) 757-5983

PURCHASING LOCATION

Pg 35 of 269

PURCHASE ORDER

SAG9013412

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

APRIL 23, 1998

INVOICE TO

INVOICELESS PURCHASE ORDER
 DO NOT MAIL INVOICE

ATTN: ACCOUNTS PAYABLE

SHIP TO

SHIP ACCORDING TO RELEASE AND
 SHIPPING SCHEDULES

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
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STATE & LOCAL SALES,
 USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
	5697454	SHAFT ASSY, STEERING PURCHASED COMPLETE TO BLUEPRINT DATED 3/29/65 PER CHART DTD 3/29/65 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	5699250	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. X DATED 11/11/75 PER CHART REV. X DTD 11/11/75 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	5699725	FLANGE ASSY, BOLT + STEERING TO BLUEPRINT REV. B DATED 7/25/68 PER CHART REV. B DTD 7/25/68 OBSOLETE ACT 2400 75000 TAX 4F	2.35	PC
	7803710	COUPLING ASSY, LOWER FLANGE + TO BLUEPRINT REV. T DATED 5/05/80 PER CHART REV. T DTD 5/05/80 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	7803904	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. R DATED 9/18/81 PER CHART REV. R DTD 9/18/81	2.35	PC
CONTINUED ON PAGE 6				

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D. KOWALESKI,
 BUYER

PHONE: (517) 757-3183
 FAX (517) 757-5983

PURCHASING LOCATION

Pg 36 of 269

PURCHASE ORDER

SAG9013412

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

APRIL 23, 1998

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		ACTIVE ACT 2400 75000 TAX 4F		
	7804172	COUPLING ASSY, STEERING SHAFT TO BLUEPRINT REV. F DATED 2/26/71 PER CHART REV. F DTD 2/26/71 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7806390	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. H DATED 2/26/71 PER CHART REV. H DTD 2/26/71 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7806391	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. L DATED 11/11/75 PER CHART REV. L DTD 11/11/75 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	7807052	FLANGE, STEERING SHAFT TO BLUEPRINT REV. T DATED 9/24/81 PER CHART REV. T DTD 9/24/81 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7807386	FLANGE ASSY, COUPLING +	2.35	PC
CONTINUED ON PAGE 7				

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PAGE

PURCHASING LOCATION

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		TO BLUEPRINT REV. 001 DATED 2/28/98 PER CHART REV. 001 DTD 2/28/98 OBSOLETE ACT 2400 75000 TAX 4F		
	7808007	COUPLING ASSY, STEERING SHAFT PURCHASED COMPLETE TO BLUEPRINT REV. E DATED 11/18/75 PER CHART REV. E DTD 11/18/75 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7809444	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. G DATED 6/21/76 PER CHART REV. G DTD 6/21/76 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7811601	COUPLING ASSY, STEERING SHAFT PURCHASED COMPLETE TO BLUEPRINT DATED 6/11/71 PER CHART DTD 6/11/71 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7811859	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. L DATED 5/05/80 PER CHART REV. L DTD 5/05/80	2.35	PC
CONTINUED ON PAGE 8				

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PURCHASING LOCATION

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		ACTIVE ACT 2400 75000 TAX 4F		
	7812608	COUPLING ASSY, STEERING SHAFT TO BLUEPRINT REV. F DATED 6/21/76 PER CHART REV. F DTD 6/21/76 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7813348	FLANGE ASSY, COUPLING TO BLUEPRINT REV. B DATED 6/21/76 PER CHART REV. B DTD 6/21/76 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7813350	FLANGE ASSY, COUPLING + STRG TO BLUEPRINT REV. 001 DATED 2/28/98 PER CHART REV. 001 DTD 2/28/98 OBSOLETE ACT 2400 75000 TAX 4F	2.35	PC
	7815819	FLANGE ASSY, COUPLING TO BLUEPRINT REV. 001 DATED 2/28/98 PER CHART REV. 001 DTD 2/28/98 OBSOLETE ACT 2400 75000 TAX 4F	2.35	PC
	7815986	FLANGE ASSY, COUPLING &	2.35	PC

CONTINUED ON PAGE 9

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		TO BLUEPRINT REV. B DATED 6/21/76 PER CHART REV. B DTD 6/21/76 ACTIVE ACT 2400 75109 TAX 4F		
	7817753	FLANGE ASSY, COUPLING & TO BLUEPRINT REV. K DATED 7/31/79 PER CHART REV. K DTD 7/31/79 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	7818514	FLANGE ASSY, COUPLING & TO BLUEPRINT REV. D DATED 6/21/76 PER CHART REV. D DTD 6/21/76 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	7818568	FLANGE ASSY, CPLG & STRG TO BLUEPRINT REV. B DATED 11/12/75 PER CHART REV. B DTD 11/12/75 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	7825389	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT REV. F DATED 9/12/77 PER CHART REV. F DTD 9/12/77 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
CONTINUED ON PAGE 10				

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
	7825685	FLANGE ASSY, COUPLING & TO BLUEPRINT REV. F DATED 7/31/79 PER CHART REV. F DTD 7/31/79 ACTIVE ACT 2400 75109 TAX 4F	2.35	PCS
	7825964	FLANGE ASSY, COUPLING & TO BLUEPRINT REV. D DATED 7/31/79 PER CHART REV. D DTD 7/31/79 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7826445	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. G DATED 7/31/79 PER CHART REV. G DTD 7/31/79 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7826541	COUPLING ASSY, STEERING SHAFT PURCHASED COMPLETE TO BLUEPRINT REV. - DATED 11/03/75 PER CHART REV. - DTD 11/03/75 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7826542	FLANGE ASSY, COUPLING + TO BLUEPRINT DATED 11/03/75 PER CHART DTD 11/03/75	2.35	PC

CONTINUED ON PAGE 11

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PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
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 3900 E HOLLAND RD.
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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		ACTIVE ACT 2400 75109 TAX 4F		
	7826543	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. A DATED 3/22/76 PER CHART REV. A DTD 3/22/76 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	7826545	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. B DATED 9/12/77 PER CHART REV. B DTD 9/12/77 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7828733	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT REV. B DATED 7/31/79 PER CHART REV. B DTD 7/31/79 OBSOLETE ACT 2400 75000 TAX 4B	2.35	PC
	7829741	FLANGE ASSY, COUPLING & TO BLUEPRINT REV. D DATED 7/31/79 PER CHART REV. D DTD 7/31/79 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7829742	FLANGE ASSY, COUPLING &	2.35	PC

CONTINUED ON PAGE 12

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D. KOWALESKI,
 BUYER

PHONE: (517) 757-3183
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PURCHASING LOCATION

Pg 42 of 269

PURCHASE ORDER

SAG9013412

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		TO BLUEPRINT REV. D DATED 7/31/79 PER CHART REV. D DTD 7/31/79 ACTIVE ACT 2400 75000 TAX 4F		
	7829810	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT REV. B DATED 9/12/77 PER CHART REV. B DTD 9/12/77 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7829811	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 2/28/98 PER CHART REV. 001 DTD 2/28/98 OBSOLETE ACT 2400 75000 TAX 4B	2.35	PC
	7830087	FLANGE ASSY, COUPLING TO BLUEPRINT REV. 005 DATED 12/17/97 PER CHART REV. 005 DTD 12/17/97 REINSTATED ACT 2400 75000 TAX 4F	2.35	PC
	7830370	FLANGE ASSY, COUPLING & TO BLUEPRINT DATED 3/02/77 PER CHART DTD 3/02/77	2.35	PC
CONTINUED ON PAGE 13				

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STATE & LOCAL SALES, USE TAX CODES				
QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		ACTIVE ACT 2400 75109 TAX 4F		
	7831303	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 2/28/98 PER CHART REV. 001 DTD 2/28/98 OBSOLETE ACT 2400 75000 TAX 4B	2.35	PC
	7833041	FLANGE ASSY, COUPLING + TO BLUEPRINT REV. B DATED 7/31/79 PER CHART REV. B DTD 7/31/79 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	7833455	FLANGE ASSY, COUPLING TO BLUEPRINT REV. 001 DATED 2/28/98 PER CHART REV. 001 DTD 2/28/98 OBSOLETE ACT 2400 75000 TAX 4F	2.35	PC
	7834027	SHAFT ASSY, INTER. STEERING TO BLUEPRINT REV. F DATED 9/25/80 PER CHART REV. F DTD 9/25/80 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7836230	COUPLING ASM, FLANGE & STRG	2.35	PC
CONTINUED ON PAGE 14				

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PURCHASE ORDER

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		TO BLUEPRINT REV. 004 DATED 9/11/97 PER CHART REV. 004 DTD 9/11/97 ACTIVE ACT 2400 75000 TAX 4F		
	7836277	COUPLING ASM, FLANGE & STRG TO BLUEPRINT REV. 004 DATED 9/11/97 PER CHART REV. 004 DTD 9/11/97 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7838221	COUPLING ASSY, FLANGE & TO BLUEPRINT DATED 7/25/80 PER CHART DTD 7/25/80 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	7838256	COUPLING ASM, STEERING SHAFT TO BLUEPRINT REV. B DATED 1/10/84 PER CHART REV. B DTD 1/10/84 INACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7838501	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT REV. A DATED 2/06/81 PER CHART REV. A DTD 2/06/81 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
CONTINUED ON PAGE 15				

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
	7839195	COUPLING ASSY, STRG SHAFT TO BLUEPRINT DATED 12/16/80 PER CHART DTD 12/16/80 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	7839196	FLANGE ASSY, COUPLING & STRG PURCHASED COMPLETE TO BLUEPRINT DATED 12/16/80 PER CHART DTD 12/16/80 ACTIVE ACT 2400 75109 TAX 4B	2.35	PC
	7839450	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 2/28/98 PER CHART REV. 001 DTD 2/28/98 OBSOLETE ACT 2400 75000 TAX 4B	2.35	PC
	7839451	FLANGE ASSY, COUPLING & TO BLUEPRINT DATED 2/17/81 PER CHART DTD 2/17/81 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC
	7840336	FLANGE ASSY, STEERING COUPLING TO BLUEPRINT REV. E DATED 2/22/83	2.35	PC

CONTINUED ON PAGE 16

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	

STATE & LOCAL SALES,
 USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		PER CHART REV. E DTD 2/22/83 ACTIVE ACT 2400 75109 TAX 4F		
	7841711	CPLG ASSY, STRG SHAFT PURCHASED COMPLETE TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7841712	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 2/28/98 PER CHART REV. 001 DTD 2/28/98 OBSOLETE ACT 2400 75000 TAX 4B	2.35	PC
	7841713	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7841714	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT DATED 10/25/81	2.35	PC

CONTINUED ON PAGE 17

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D. KOWALESKI,
 BUYER

PHONE: (517) 757-3183
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DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

APRIL 23, 1998

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO
INVOICELESS PURCHASE ORDER DO NOT MAIL INVOICE
ATTN: ACCOUNTS PAYABLE
SHIP TO
SHIP ACCORDING TO RELEASE AND SHIPPING SCHEDULES -----

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F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		PER CHART DTD 10/25/81 ACTIVE ACT 2400 75000 TAX 4B		
	7841715	COUPLING ASSY, STEERING SHAFT PURCHASED COMPLETE TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7841716	FLANGE ASSY, COUPLING & TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7841717	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81 ACTIVE ACT 2400 75109 TAX 4B	2.35	PC
	7841718	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81	2.35	PC

CONTINUED ON PAGE 18

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PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG9013412

APRIL 23, 1998

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STATE & LOCAL SALES,
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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		ACTIVE ACT 2400 75109 TAX 4B		
	7841719	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7841720	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7841721	FLANGE ASSY, COUPLING & PURCHASED COMPLETE TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81 ACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	7841722	FLANGE ASSY, COUPLING & TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81 ACTIVE ACT 2400 75109 TAX 4F	2.35	PC

CONTINUED ON PAGE 19

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APRIL 23, 1998

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STATE & LOCAL SALES,
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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
	7841723	FLANGE ASSY, COUPLING & TO BLUEPRINT DATED 10/25/81 PER CHART DTD 10/25/81 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	7841744	COUPLING ASSY, STEERING SHAFT PURCHASED COMPLETE TO BLUEPRINT DATED 10/26/81 PER CHART DTD 10/26/81 ACTIVE ACT 2400 75109 TAX 4B	2.35	PC
	7844350	BEARING ASM, NEEDLE PURCHASED COMPLETE TO BLUEPRINT REV. 018 DATED 2/06/98 PER CHART REV. 018 DTD 2/06/98 ACTIVE ACT 2400 75109 TAX 4F	.000001	PC
	7847241	COUPLING ASM, FLANGE & STRG TO BLUEPRINT REV. 004 DATED 9/11/97 PER CHART REV. 004 DTD 9/11/97 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	26000412	COUPLING ASM, FLG & STRG TO BLUEPRINT REV. _ DATED 1/10/86	2.35	PC
CONTINUED ON PAGE 20				

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		PER CHART REV. _ DTD 1/10/86 ACTIVE ACT 2400 75000 TAX 4B		
	26000414	COUPLING ASM, FLG & STRG TO BLUEPRINT REV. 006 DATED 9/11/97 PER CHART REV. 006 DTD 9/11/97 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	26003921	FLANGE ASM, COUPLING & TO BLUEPRINT REV. _ DATED 4/30/86 PER CHART REV. _ DTD 4/30/86 ACTIVE ACT 2400 75000 TAX 4F	2.35	PC
	26004294	CPLG ASM, FLG & STRG PURCHASED COMPLETE TO BLUEPRINT REV. _ DATED 10/22/86 PER CHART REV. _ DTD 10/22/86 INACTIVE ACT 2400 75000 TAX 4B	2.35	PC
	26004295	CPLG ASM, FLG & STRG PURCHASED COMPLETE TO BLUEPRINT REV. _ DATED 10/22/86 PER CHART REV. _ DTD 10/22/86 INACTIVE ACT 2400 75000 TAX 4B	2.35	PC

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
	26015430	FLANGE ASM, COUPLING & TO BLUEPRINT REV. - DATED 6/13/88 PER CHART REV. - DTD 6/13/88 ACTIVE ACT 2400 75000 TAX 4F	2.35	PCS
	26016961	HOUSING, HYDRAULIC PUMP TO BLUEPRINT REV. 009 DATED 12/13/96 ACTIVE ACT 2400 75000 TAX 4B	1.1014	PC
	26038658	HOUSING, HYD. PUMP TO BLUEPRINT REV. 016 DATED 10/16/96 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE	.812	PC
	26038672	HOUSING, HYD. PUMP TO BLUEPRINT REV. 018 DATED 10/16/96 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE	.812	PC
	26044493	HOUSING, HYD. PUMP TO BLUEPRINT REV. 008 DATED 10/16/96 PER CHART REV. 008 DTD 10/16/96 ACTIVE ACT 2400 75000 TAX 4B	.812	PC

CONTINUED ON PAGE 22

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STATE & LOCAL SALES,
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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
	26044494	HOUSING, HYDRAULIC PUMP TO BLUEPRINT REV. 021 DATED 4/23/97 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE	1.014	PC
	26044806	HOUSING, HYD PUMP TO BLUEPRINT REV. 012 DATED 10/28/96 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE	.812	PC
	26045826	HOUSING, HYD PUMP TO BLUEPRINT REV. 007 DATED 5/05/97 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE	.812	PC
	26045841	HOUSING, HYD PUMP TO BLUEPRINT REV. 010 DATED 1/17/97 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE	.812	PC
	26046130	HOUSING, HYDRAULIC PUMP TO BLUEPRINT REV. 008 DATED 5/05/97 ACTIVE ACT 2400 75000 TAX 4B	1.014	PC
CONTINUED ON PAGE 23				

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STATE & LOCAL SALES,
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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		WEEKLY CAP 15000 MIN LOT SIZE		
	26048638	HOUSING, HYD. PUMP TO BLUEPRINT REV. 006 DATED 1/17/97 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE	.812	PC
	26055479	HOUSING, HYD PUMP TO BLUEPRINT REV. 008 DATED 10/16/96 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE	1.014	PC
	26055502	HOUSING ASM, BALL TO BLUEPRINT REV. 007 DATED 10/28/96 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE	1.014	PC
	26063810	NUT TO BLUEPRINT REV. 028 DATED 9/21/99 PER CHART REV. 028 DTD 9/21/99 ACTIVE ACT 2400 75109 TAX 4B CONSIGNMENT	.000001	PC
	26063821	ACTUATOR ASM, JACKSCREW TELE	.59	PC

CONTINUED ON PAGE 24

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PURCHASING LOCATION

Pg 54 of 269

PURCHASE ORDER

SAG9013412

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

APRIL 23, 1998

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STATE & LOCAL SALES,
 USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		PURCHASED COMPLETE TO BLUEPRINT REV. 018 DATED 11/05/98 PER CHART REV. 018 DTD 11/05/98 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 2000 MIN LOT SIZE		
	26063962	YOKE ASM, NUT & CLAMP PURCHASED COMPLETE TO BLUEPRINT REV. 011 DATED 9/16/98 PER CHART REV. 011 DTD 9/16/98 ACTIVE ACT 2400 75000 TAX 4B	.000001	PC
	26063969	SUPPORT, STRG. COL. HSG TO BLUEPRINT REV. 061 DATED 3/16/00 PER CHART REV. 061 DTD 3/16/00 ACTIVE ACT 2400 75109 TAX 4B	.000001	PC
	26069699	SUPPORT ASM, TILT PURCHASED COMPLETE TO BLUEPRINT REV. 005 DATED 8/07/98 PER CHART REV. 005 DTD 8/07/98 INACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 2000 MIN LOT SIZE	.55	PC
	26069846	JACKSCREW, TELESCOPE	.000001	PC

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		TO BLUEPRINT REV. 011 DATED 7/07/98 PER CHART REV. 011 DTD 7/07/98 ACTIVE ACT 2400 75109 TAX 4B CONSIGNMENT		
	26069970	NUT TO BLUEPRINT REV. 023 DATED 9/21/99 PER CHART REV. 023 DTD 9/21/99 ACTIVE ACT 2400 75109 TAX 4B CONSIGNMENT	.000001	PC
	26069971	HOLDER, BEARING PURCHASED COMPLETE TO BLUEPRINT REV. 006 DATED 2/11/99 PER CHART REV. 006 DTD 2/11/99 ACTIVE ACT 2400 75109 TAX 4B	.000001	PC
	26071778	SUPPORT ASM, TILT PURCHASED COMPLETE TO BLUEPRINT REV. 005 DATED 8/07/98 PER CHART REV. 005 DTD 8/07/98 INACTIVE ACT 2400 75000 TAX 4B	.55	PC

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PURCHASING LOCATION
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STATE & LOCAL SALES,
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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		WEEKLY CAP 2000 MIN LOT SIZE		
	26072123	SUPPORT, STRG COL TILT HSG PURCHASED COMPLETE TO BLUEPRINT REV. 007 DATED 3/16/00 PER CHART REV. 007 DTD 3/16/00 ACTIVE ACT 2400 75109 TAX 4B CONSIGNMENT	.000001	PC
	26074647	BUMPER TILT TO BLUEPRINT REV. 002 DATED 11/10/97 ACTIVE ACT 2400 75109 TAX 4B CONSIGNMENT	.000001	PC
	26074648	TILT HSG ASM, TRUNNION & PURCHASED COMPLETE TO BLUEPRINT REV. 006 DATED 12/10/98 PER CHART REV. 006 DTD 12/10/98 INACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 2000 MIN LOT SIZE	.48	PC
	26075533	TILT HSG ASM, TRUNNION & PURCHASED COMPLETE	.48	PC

CONTINUED ON PAGE 27

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		TO BLUEPRINT REV. 002 DATED 3/31/98 PER CHART REV. 002 DTD 3/31/98 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 2000 MIN LOT SIZE		
	26076566	HOUSING ASM TO BLUEPRINT REV. 001 DATED 2/28/98 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE	1.014	PC
	26078007	TILT BEARING TRUNNION TO BLUEPRINT REV. 009 DATED 12/17/99 PER CHART REV. 009 DTD 12/17/99 ACTIVE ACT 2400 75109 TAX 4B	.000001	PC
	26078018	BEARING, THRUST TO BLUEPRINT REV. 001 DATED 6/09/98 PER CHART REV. 001 DTD 6/09/98 ACTIVE ACT 2400 75109 TAX 4B CONSIGNMENT	.000001	PC
	26078019	WASHER, THRUST TO BLUEPRINT REV. 001 DATED 6/09/98	.000001	PC

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D. KOWALESKI,
 BUYER
 PHONE: (517) 757-3183
 FAX (517) 757-5983

PURCHASING LOCATION
 DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

APRIL 23, 1998

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

INVOICELESS PURCHASE ORDER
 DO NOT MAIL INVOICE

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	

STATE & LOCAL SALES,
 USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		PER CHART REV. 001 DTD 6/09/98 ACTIVE ACT 2400 75109 TAX 4B CONSIGNMENT		
	26078020	BEARING, ROLLER TO BLUEPRINT REV. 001 DATED 6/09/98 PER CHART REV. 001 DTD 6/09/98 ACTIVE ACT 2400 75109 TAX 4B	.000001	PC
	26078023	SUPPORT ASM, TILT PURCHASED COMPLETE TO BLUEPRINT REV. 011 DATED 9/29/99 PER CHART REV. 011 DTD 9/29/99 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 5000 MIN LOT SIZE CONSIGNMENT	3.00	PC
	26078024	SUPPORT ASM, TILT TO BLUEPRINT REV. 011 DATED 9/29/99 PER CHART REV. 011 DTD 9/29/99 ACTIVE ACT 2400 75109 TAX 4B	3.00	PC
	26078142	SEAL, TILT DAMPER	.000001	PC

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		TO BLUEPRINT REV. 010 DATED 11/10/98 PER CHART REV. 010 DTD 11/10/98 ACTIVE ACT 2400 75109 TAX 4B		
	26078143	SPACER, TILT DAMPER TO BLUEPRINT REV. 006 DATED 1/28/00 PER CHART REV. 006 DTD 1/28/00 ACTIVE ACT 2400 75109 TAX 4B	.000001	PC
	26078225	HOLDER ASM, BEARING TO BLUEPRINT REV. 003 DATED 9/27/99 PER CHART REV. 003 DTD 9/27/99 ACTIVE ACT 2400 75109 TAX 4B	.19	PC
	26078985	ACTUATOR ASM, TILT PURCHASED COMPLETE TO BLUEPRINT REV. 007 DATED 9/23/99 PER CHART REV. 007 DTD 9/23/99 ACTIVE ACT 2400 75109 TAX 4B	.000001	PC
	26079497	SHIELD, LOWER	.000001	PC

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		PURCHASED COMPLETE TO BLUEPRINT REV. 013 DATED 4/23/99 PER CHART REV. 013 DTD 4/23/99 ACTIVE ACT 2400 75109 TAX 4B		
	26080031	JACKSCREW CLIP TO BLUEPRINT REV. 001 DATED 8/12/98 PER CHART REV. 001 DTD 8/12/98 ACTIVE ACT 2400 75109 TAX 4B	.000001	PC
		CONSIGNMENT		
	26080058	SHIELD ASM, LOWER PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 4/23/99 PER CHART REV. 002 DTD 4/23/99 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 5111 MIN LOT SIZE	.55	PC
		CONSIGNMENT		
	26080287	HSG. BLANK, HYD PUMP PURCHASE COMPLETE TO BLUEPRINT DATED 8/26/98 PER CHART 26041568 DTD 8/26/98	.837401	PC

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE		
	26081079	BRACKET ASM, LWR COL SUPPORT PURCHASED COMPLETE TO BLUEPRINT REV. 010 DATED 1/14/00 PER CHART REV. 010 DTD 1/14/00 INACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 9055 MIN LOT SIZE	.122	PC
	26088205	BLANK, HYD PUMP TO BLUEPRINT DATED 10/01/99 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE	.837401	PC
	26088207	HSG BLANK, HYD PUMP PURCHASE COMPLETE TO BLUEPRINT DATED 10/01/99 PER CHART DTD 10/01/99 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE	.837401	PC
	26088211	BLANK, HYD PUMP PURCHASE COMPLETE	.837401	PC

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		TO BLUEPRINT DATED 10/01/99 PER CHART DTD 10/01/99 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE		
	26088216	HSG BLANK, HYD PUMP PURCHASE COMPLETE TO BLUEPRINT DATED 10/01/99 PER CHART DTD 10/01/99 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE	.837401	PC
	26088220	HSG BLANK, HYD PUMP PURCHASE COMPLETE TO BLUEPRINT DATED 10/01/99 PER CHART DTD 10/01/99 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE	.837401	PC
	26088230	HSG. BLANK, HYD PUMP PURCHASE COMPLETE TO BLUEPRINT DATED 10/01/99 PER CHART DTD 10/01/99 UNRELEASED ACT 2400 75000 TAX 4B	.837401	PC

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		WEEKLY CAP 40000 MIN LOT SIZE		
	26088236	HSG BLANK, HYD PUMP PURCHASE COMPLETE TO BLUEPRINT DATED 10/01/99 PER CHART DTD 10/01/99 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE	.837401	PC
	26090282	HSG BLANK, HYD PUMP PURCHASE COMPLETE TO BLUEPRINT DATED 2/02/00 PER CHART DTD 2/02/00 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE	.837401	PC
	26090285	HSG BLANK, HYD PUMP PURCHASE COMPLETE TO BLUEPRINT DATED 2/02/00 PER CHART DTD 2/02/00 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE	.837401	PC
	26090288	HSG BLANK LABEL, IDENTIFICATION PURCHASE COMPLETE	.837401	PC

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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		TO BLUEPRINT DATED 2/02/00 PER CHART DTD 2/02/00 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE		
	26090289	HSG BLANK, HYD PUMP PURCHASE COMPLETE TO BLUEPRINT DATED 2/02/00 PER CHART DTD 2/02/00 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE	.837401	PC
	26090290	HSG BLANK, HYDRAULIC PUMP PURCHASED COMPLETE TO BLUEPRINT DATED 2/02/00 PER CHART DTD 2/02/00 UNRELEASED ACT 2400 75000 TAX 4B WEEKLY CAP 40000 MIN LOT SIZE	.837401	PC
	26090292	HSG BLANK, HYD PUMP PURCHASE COMPLETE TO BLUEPRINT DATED 2/02/00 PER CHART DTD 2/02/00 UNRELEASED ACT 2400 75000 TAX 4B	.837401	PC

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STATE & LOCAL SALES,
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QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		WEEKLY CAP 40000 MIN LOT SIZE		
THIS IS NOTIFICATION FOR AWARD OF BUSINESS FOR PART NUMBERS NOT SHOWN AS (ACTIVE). SHIPMENT OF THOSE PARTS AGAINST THIS ORDER IS PROHIBITED UNTIL AN ALTERATION WITH CURRENT BLUE PRINT DATE AND REVISION IS ISSUED, UNLESS OTHERWISE STATED IN THIS ORDER.				
ALL PARTS OR MATERIAL MUST BE PRODUCED IN ACCORDANCE W/GENERAL MOTORS' GENERAL QUALITY STANDARDS FOR PURCHASED MATERIAL				
WE WELCOME YOUR SUGGESTIONS ON ANY COST SAVINGS IDEAS. SPECIAL CONSIDERATION ON FUTURE BUSINESS WILL BE GIVEN TO THOSE WHO HELP US REDUCE OUR COST.				
MATERIAL SAFETY DATA SHEETS (MSDS) AND CORRESPONDING PURCHASE ORDER NUMBER, APPLYING TO CHEMICALS AND/OR ARTICLES SUPPLIED TO DELPHI, SAGINAW, MI, MUST BE INCLUDED WITH THE SHIPMENT AND A COPY SENT CERTIFIED MAIL TO THE DELPHI CHEMISTR DEPARTMENT - WASTE WATER TREATMENT PLANT, SAGINAW, MICHIGAN. MSDS ONLY REQUIRED WITH FIRST SHIPMENT AND, THEREAFTER EVERY FIRST SHIPMENT AFTER CHANGES TO MSDS.				
IN ACCEPTING THIS ORDER, IN ADDITION TO THESE TERMS AND CONDITIONS DESCRIBED ON THIS DOCUMENT, THE SELLER AGREES TO PAYMENT IN ACCORDANCE WITH ITS CURRENT EFT PAYMENT AGREEMENT, OR WHERE EFT IS NOT IN PLACE, THAT GM MAY DEFER MAKING PAYMEN BY PAPER CHECK DURING ANY RECOGNIZED GM HOLIDAY UNTIL THE NEXT GM BUSINESS DAY WITHOUT BEING IN DEFAULT OR LOSING ANY CASH DISCOUNT PRIVILEGES. FOR EXAMPLE, DURING CHRISTMAS, A DELAY OF ONE WEEK FROM THE NORMAL PAYMENT DATE WILL OCCUR. I CONTRACT, EFT PAYMENTS WILL BE MADE THE FIRST BANKING DAY FOLLOWING THE EFT DUE DATE, AND GOOD FUNDS WILL BE AVAILABLE ON THAT DATE.				

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LAS

2. **SHIPPING AND BILLING:**
Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carrier, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Multilateral Netting System (MNS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment date of goods or date of services, and, for all of Buyer's other locations, Buyer's receipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract.

3. **DELIVERY SCHEDULES:**
Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. **PREMIUM SHIPMENTS:**
If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense.

5. **CHANGES:**
Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paragraph 31.

6. **SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:**
Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

7. **NONCONFORMING GOODS:**
Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

8. **FORCE MAJEURE:**
Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

9. **WARRANTY:**
Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purpose intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.

10. **INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:**
If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to ensure the safety of Buyer and their respective employees or to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling,

shipped to Buyer.

11. **INDEMNIFICATION:**
Buyer may immediately terminate this contract and its liability to Seller in any of the following or any other circumstances: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorneys' or other professional fees.

12. **TERMINATION FOR BREACH OR NONPERFORMANCE:**
Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.

13. **TERMINATION FOR CONVENIENCE:**
In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value of cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

14. **INTELLECTUAL PROPERTY:**
Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services; Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the goods or goods delivered under this contract without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered "works made for hire," to the extent that the works do not qualify as "works made for hire," Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein.

15. **TECHNICAL INFORMATION DISCLOSED TO BUYER:**
Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract.

16. **INDEMNIFICATION:**
If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

17. **INSURANCE:**
Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The insurer of any termination or rejection in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

18. **SELLER'S PROPERTY:**
Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary for the production of the goods. The cost of changes to Seller's Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property that is irrevocable option to lease possession of and title to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

19. **BUYER'S PROPERTY:**
All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract, shall be deemed to be personal; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

20. **SERVICE AND REPLACEMENT PARTS:**
Seller warrants that the goods necessary to perform the current model service and replacement parts requirements are the price set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

21. **REMEDIES:**
The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

22. **CUSTOMS; EXPORT CONTROLS:**
Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

23. **SETOFF/RECOUPMENT:**
In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

24. **NO ADVERTISING:**
Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

25. **COMPLIANCE WITH LAWS; FORCED LABOR:**
Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or provision of services under this contract. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

26. **NO IMPLIED WAIVER:**
The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

27. **NON-ASSIGNMENT:**
Seller may not assign or delegate its obligations under this contract without Buyer's prior written consent.

28. **RELATIONSHIP OF PARTIES:**
Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. **GOVERNING LAW; JURISDICTION:**
This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued.

30. **SEVERABILITY:**
If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

31. **ENTIRE AGREEMENT:**
This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

EXHIBIT D

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

JUNE 6, 2000

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

INVOICELESS PURCHASE ORDER
DO NOT MAIL INVOICE

ATTN: ACCOUNTS PAYABLE

SHIP TO

DELPHI SAGINAW STEERING SYSTEMS
PLANT 7 CISCO 44027
TOWERLINE RD OFF HOLLAND RD
SAGINAW, MI 48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED AS RELEASED	DATE PROMISED	TERMS NET MNS-2	REC. DEPT. NOTIFY	CODES IAR FA
F.O.B. SHIPPING POINT			VIA SEE INSTRUCTIONS BELOW	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 7/01/00 AND EXPIRES 12/31/01.		
<p>ATTENTION*** THE PAYMENT DATE IS SET FORTH IN THE LINE ITEM DETAIL OF THIS CONTRACT, OR IF NOT STATED, SHALL BE THE DATE ESTABLISHED BY THE BUYER'S MULTILATERAL NETTING SYSTEM (MNS-2), WHICH PROVIDES, ON AVERAGE, THAT PAYMENT SHALL BE MADE ON THE SECOND DAY OF THE SECOND MONTH FOLLOWING, IN THE CASE OF THE BUYER'S NORTH AMERICAN FACILITIES, SELLER'S SHIPMENT DATE OF GOODS OR DATE OF SERVICES, AND, FOR ALL OF THE BUYER'S OTHER LOCATIONS, BUYER'S RECEIPT DATE OF THE GOODS OR DATE OF SERVICES. BUYER MAY WITHHOLD PAYMENT PENDING RECEIPT OF EVIDENCE, IN SUCH FORM AND DETAIL AS BUYER MAY DIRECT, OF THE ABSENCE OF ANY LIENS, ENCUMBRANCES AND CLAIMS ON THE GOODS OR SERVICES UNDER THIS CONTRACT.</p> <p>ALL PURCHASE ORDERS THAT INCLUDE TOOLING CHARGES MAY REQUIRE THAT BLUEPRINTS OR CAD FILES BE SUBMITTED TO THE TOOLING SPECIALIST PRIOR TO THE TOOLING BEING COMPLETED. A TOOL NUMBER OR OTHER IDENTIFYING NUMBER SHALL BE ASSIGNED TO THE TOOL AND THE TOOLING SHALL BE IDENTIFIED AS DELPHI PROPERTY WITH PART NO. AND DESCRIPTION INDICATED ON THE TAGS PROVIDED BY DELPHI. THIS REQUIREMENT PERTAINS TO TOOLING MODIFICATIONS AS WELL AS NEW TOOLING. PLEASE INCLUDE PRINTS OR CAD FILES FOR BOTH THE OLD AND NEW DESIGN TOOLING FOR COMPARISON PURPOSES. TOOLING CHARGES SHALL NOT BE</p>				

CONTINUED ON PAGE 2

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS
HEREON AND ON THE REVERSE SIDE.

D. R. BURNHAM
SENIOR BUYER

PHONE: (517) 757-3180
FAX (517) 757-5983

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

JUNE 6, 2000

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

INVOICELESS PURCHASE ORDER
DO NOT MAIL INVOICE

ATTN: ACCOUNTS PAYABLE

SHIP TO

DELPHI SAGINAW STEERING SYSTEMS
PLANT 7 CISCO 44027
TOWERLINE RD OFF HOLLAND RD
SAGINAW, MI 48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		PAID FOR UNTIL THESE REQUIREMENTS ARE MET AND APPROVED BY THE BUYER WITH REVIEW BY THE TOOLING SPECIALIST. CHARGES ASSOCIATED WITH THE PROPOSED TOOLING SHALL BE SUBJECT TO THE TOOLING SPECIALIST'S AUDIT AND YOU MAY BE REQUIRED TO PROVIDE ADDITIONAL INFORMATION TO VERIFY COST. IF YOU HAVE ANY QUESTIONS CONCERNING THE CORRECT ROUTING OF THIS INFORMATION, PLEASE CONTACT THE BUYER.		
THE SUPPLIER AGREES TO SELL AND THE BUYER AGREES TO PURCHASE, AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS IN THE FACE AND REVERSE SIDE HEREOF, AND BY REFERENCE AS THOUGH TYPED HEREON, THE SUPPLEMENTAL TERMS AND CONDITIONS ATTACHED TO THE REQUEST FOR QUOTATION, THE FOLLOWING PERCENT OF OF THE ARTICLE(S) DESCRIBED BELOW FOR THE ABOVE TIME PERIOD.				
THIS PURCHASE ORDER IS AN INVOICELESS PURCHASE ORDER, THE INDICATOR FOR YOU THE SUPPLIER IS THE "I" IN THE THIRD POSITION OF THE PURCHASE ORDER NUMBER. (EXAMPLE: SAGXX"I"XXXX) UNDER THE INVOICELESS PAYMENT PROGRAM, YOUR COMPANY IS NO LONGER REQUIRED TO SEND INVOICES TO RECEIVE PAYMENT. THE AUTOMOTIVE COMPONENTS GROUP WILL GENERATE PAYMENTS TO YOUR COMPANY BASED UPON RECEIPT OF MATERIAL AT THE CURRENT PRICE AND PAYMENT TERMS. TO EXPEDITE PAYMENT UNDER THE INVOICELESS PAYMENT PROGRAM, YOU WILL NEED TO ADHERE TO THE FOLLOWING GUIDELINES: 1- ADVISE THE BUYER OF ANY DISCREPANCIES ON THE PURCHASE ORDER PRIOR TO THE SHIPMENT OF THE MATERIAL. 2- DELPHI PART/ITEM CODE NO. MUST BE INCLUDED ON ALL PACKING SLIPS AND MAILED TO THE "RECEIVING NOTIFY" PERSON ON PO. 3- THE UNIT OF MEASURE ON THE PACKING SLIP MUST BE THE SAME AS THE PURCHASE ORDER UNIT OF MEASURE. 4- DO NOT				
CONTINUED ON PAGE 3				

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS
HEREON AND ON THE REVERSE SIDE.

D. R. BURNHAM
SENIOR BUYER

PHONE: (517) 757-3180
FAX (517) 757-5983

PURCHASING LOCATION
 DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

JUNE 6, 2000

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

INVOICELESS PURCHASE ORDER
 DO NOT MAIL INVOICE

ATTN: ACCOUNTS PAYABLE

SHIP TO

DELPHI SAGINAW STEERING SYSTEMS
 PLANT 7 CISCO 44027
 TOWERLINE RD OFF HOLLAND RD
 SAGINAW, MI 48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	
STATE & LOCAL SALES, USE TAX CODES				

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
SEND AN INVOICE. PAYMENT WILL BE BASED ON RECEIPT RECORDS. 5- A MONTHLY STATEMENT IS REQUIRED BY THE 10TH OF EACH MONTH. 6- CONTAINER CHARGES, SET-UP CHARGES, AND OTHER MISCELLANEOUS CHARGES MUST BE BILLED MONTHLY IN A SUMMARY BILLING WHICH CONTAINS THE FOLLOWING INFORMATION: A- COMPLETE PURCHASE ORDER NUMBER. B- BILL OF LADING OR PACKING SLIP NUMBER. C- RELEASE NUMBERS. D- SHIPMENT DATE FOR EACH ITEM. WHEN THE ABOVE IS NECESSARY, BILL TO "NAO DISBURSEMENT ANALYSIS", PO BOX 436040, PONTIAC, MI 48343-6040. PLEASE NOTE THAT SALES TAX SHOULD NOT BE BILLED IN A MONTHLY SUMMARY SINCE DELPHI SAGINAW HAS A DIRECT PAY PERMIT WITH THE FOLLOWING STATES: ALABAMA PAY PERMIT NO. 224 MICHIGAN PAY PERMIT NO. ME3800440 NEW YORK PAY PERMIT NO. DP000036 COMPLIANCE WITH THESE GUIDELINES WILL PROMOTE PROMPT PAYMENT.				
	26063061	COVER ASM, HOUSING SIDE TO BLUEPRINT REV. 06B DATED 5/08/00 PER CHART REV. 06B DTD 5/08/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 7000 MIN LOT SIZE PRICE EFFECTIVE 09-15-00 B/P REVISION 06-B DATED 08MY00		.827 PC
SUPPLIER TO SHIP PRODUCTION SAMPLES TO "PPAP". LEAD TIMES TO REFLECT THESE REQUIREMENTS. IDENTIFIED IN AIAG PPAP MANUAL "PPAP" SECTION.				
ALL PARTS OR MATERIAL MUST BE PRODUCED IN ACCORDANCE W/GENERAL MOTORS' GENERAL QUALITY STANDARDS FOR PURCHASED MATERIAL				
WE WELCOME YOUR SUGGESTIONS ON ANY COST SAVINGS IDEAS. SPECIAL CONSIDERATION ON FUTURE BUSINESS WILL BE GIVEN TO THOSE WHO HELP US REDUCE OUR COST.				
CONTINUED ON PAGE 4				

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS
 HEREON AND ON THE REVERSE SIDE.

D. R. BURNHAM
 SENIOR BUYER
 PHONE: (517) 757-3180
 FAX (517) 757-5983

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

JUNE 6, 2000

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

INVOICELESS PURCHASE ORDER
DO NOT MAIL INVOICE

ATTN: ACCOUNTS PAYABLE

SHIP TO

DELPHI SAGINAW STEERING SYSTEMS
PLANT 7 CISCO 44027
TOWERLINE RD OFF HOLLAND RD
SAGINAW, MI 48601

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
MATERIAL SAFETY DATA SHEETS (MSDS) AND CORRESPONDING PURCHASE ORDER NUMBER, APPLYING TO CHEMICALS AND/OR ARTICLES SUPPLIED TO DELPHI, SAGINAW, MI, MUST BE INCLUDED WITH THE SHIPMENT AND A COPY SENT CERTIFIED MAIL TO THE DELPHI CHEMISTRY DEPARTMENT - WASTE WATER TREATMENT PLANT, SAGINAW, MICHIGAN. MSDS ONLY REQUIRED WITH FIRST SHIPMENT AND, THEREAFTER EVERY FIRST SHIPMENT AFTER CHANGES TO MSDS.				
IN ACCEPTING THIS ORDER, IN ADDITION TO THESE TERMS AND CONDITIONS DESCRIBED ON THIS DOCUMENT, THE SELLER AGREES TO PAYMENT IN ACCORDANCE WITH ITS CURRENT EFT PAYMENT AGREEMENT, OR WHERE EFT IS NOT IN PLACE, THAT GM MAY DEFER MAKING PAYMENT BY PAPER CHECK DURING ANY RECOGNIZED GM HOLIDAY UNTIL THE NEXT GM BUSINESS DAY WITHOUT BEING IN DEFAULT OR LOSING ANY CASH DISCOUNT PRIVILEGES. FOR EXAMPLE, DURING CHRISTMAS, A DELAY OF ONE WEEK FROM THE NORMAL PAYMENT DATE WILL OCCUR. IN CONTRACT, EFT PAYMENTS WILL BE MADE THE FIRST BANKING DAY FOLLOWING THE EFT DUE DATE, AND GOOD FUNDS WILL BE AVAILABLE ON THAT DATE.				

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS
HEREON AND ON THE REVERSE SIDE.

D. R. BURNHAM
SENIOR BUYER

PHONE: (517) 757-3180
FAX (517) 757-5983

LAST
PAGE 4

1. ACCEPTANCE:

Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

2. SHIPPING AND BILLING:

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Sell Bill of Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyer's Multilateral Netting System (MNS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyer's North American facilities, Seller's shipment date of goods or date of service, and, for all of Buyer's other locations, Buyer's receipt date of the goods or date of service. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract.

3. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS:

If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense.

5. CHANGES:

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paragraph 31.

6. SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:

Seller agrees to participate in Buyer's supplier quality and development programs and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-0000. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

7. NONCONFORMING GOODS:

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or order from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

8. FORCE MAJEURE:

Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order, provided that written notice of such delay or failure to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

9. WARRANTY:

Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:

If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packaging) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling,

transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

11. INSOLVENCY:

Buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

12. TERMINATION FOR BREACH OR NONPERFORMANCE:

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.

13. TERMINATION FOR CONVENIENCE:

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases not for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

14. INTELLECTUAL PROPERTY:

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services; Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered "works made for hire," to the extent that the works do not qualify as "works made for hire." Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein.

15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract.

16. INDEMNIFICATION:

If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer's employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

17. INSURANCE:

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

18. SELLER'S PROPERTY:

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, stock or replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary for the production of the goods. The cost of changes to Seller's Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

19. BUYER'S PROPERTY:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

20. SERVICE AND REPLACEMENT PARTS:

Seller will sell to Buyer goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 56 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of the period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

21. REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions; (c) conducting recall campaigns or other corrective service actions; and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

22. CUSTOMS; EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the payment of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorizations(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

23. SETOFF/RECOUPMENT:

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

24. NO ADVERTISING:

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

25. COMPLIANCE WITH LAWS; FORCED LABOR:

Seller and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize slave, prisoner or any other forced or involuntary labor in the supply of goods or provision of services under this contract. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

26. NO IMPLIED WAIVER:

The provision of either party in any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

27. NON-ASSIGNMENT:

Seller may not assign or delegate its obligations under this contract without Buyer's prior written consent.

28. RELATIONSHIP OF PARTIES:

Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW; JURISDICTION:

This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which the contract is issued.

30. SEVERABILITY:

If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

31. ENTIRE AGREEMENT:

This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

Revised: September 30, 1998

EXHIBIT E

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
JANUARY 22, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO
ATTN: ACCOUNTS PAYABLE
SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR FA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26088811	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 12/15/99 PER CHART REV. 001 DTD 12/15/99 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 1000 MIN LOT SIZE	.084	PC
PC	26093781	LOCK HSG ASM PURCHASE COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE ADD ITEM REF. 26088811,26093781	.000001	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER
PHONE: (517) 757-7126
FAX (517) 757-7079

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO
ATTN: ACCOUNTS PAYABLE
SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.	VIA			

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.				
THE FOLLOWING HAS BEEN CHANGED TO READ:				
***** THE FOLLOWING PRICE EFFECTIVE 7/25/01 *****				
PCS	26036474	MODULE ASM, LOCK TO BLUEPRINT REV. 007 DATED 3/08/95 PER CHART REV. 007 DTD 3/08/95 ACTIVE		.098 PCS
		ACT 2400 75109 WEEKLY CAP 700 TAX 4B MIN LOT SIZE		
		FUTURE PRICING: PRICE .098 EFF DATE 7-25-01		
***** THE FOLLOWING PRICE EFFECTIVE 7/25/01 *****				
PCS	26049449	MODULE ASM, LOCK TO BLUEPRINT REV. 008 DATED 5/15/97 PER CHART REV. 008 DTD 5/15/97 ACTIVE		.098 PCS
		ACT 2400 75109 TAX 4B		
		FUTURE PRICING:		

CONTINUED ON PAGE 2

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER
 PHONE: (517) 757-7126
 FAX (517) 757-7079

LOCATION

Pg 76 of 269

PURCHASE ORDER

SAG9014400

ALTERATION 64793

SAGINAW STEERING SYSTEMS
AUTOMOTIVE SYSTEMS

E HOLLAND RD.

SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
JANUARY 11, 2001

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
		PRICE .098		
		EFF DATE 7-25-01		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26057170	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 7/13/95 PER CHART REV. 001 DTD 7/13/95 ACTIVE	.098	P
		ACT 2400 75109 TAX 4B WEEKLY CAP 850 MIN LOT SIZE		
		FUTURE PRICING: PRICE .098		
		EFF DATE 7-25-01		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26075221	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE	.098	I
		ACT 2400 75109 TAX 4B WEEKLY CAP 1200 MIN LOT SIZE		
		FUTURE PRICING: PRICE		
		EFF DATE		

CONTINUED ON PAGE 3

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.WOOD, J.
BUYERPHONE: (517) 757-7126
FAX (517) 757-7079

DELPHI
Automotive Systems

LEGAL COPY

LOCATION

PURCHASE ORDER

SAG90I4400

SAGINAW STEERING SYSTEMS

ALTERATION 64793

AUTOMOTIVE SYSTEMS

HOLLAND RD.

AW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
JANUARY 11, 2001

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

48601

H E SERVICES CO
225 E MORLEY
SAGINAW MIP.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

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				SA

FE & LOCAL SALES, TAX CODES
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3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		.098 7-25-01		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PC	26089434	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 1/05/00 PER CHART REV. 001 DTD 1/05/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 6480 MIN LOT SIZE FUTURE PRICING: PRICE EFF DATE .098 7-25-01 REF ABOVE ITEMS PRICE CHANGE EFF 7-25-01		.098 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.WOOD, J.
BUYERPHONE: (517) 757-7126
FAX (517) 757-7070

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG9014400
 ALTERATION 65443

ORDER ISSUE DATE: 09/25/00
 JANUARY 12, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
 USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26094202	<p>THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>LOCK HOUSING ASM PURCHASE COMPLETE TO BLUEPRINT REV. 002 DATED 9/15/00 PER CHART REV. 002 DTD 9/15/00 ACTIVE</p> <p>ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE</p> <p>ADD 26094202</p>	.000001	PC



THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-7079

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR FA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 11/15/01	*****	
PC	26094201	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 9/15/00 PER CHART REV. 002 DTD 9/15/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 5310 MIN LOT SIZE PRICE CHANGE REF. 26094201	.0995	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (517) 757-7126
FAX (517) 757-7079

JG LOCATION

Pg. 80 of 269

PURCHASE ORDER

SAG90I4400

ALTERATION 6615

I SAGINAW STEERING SYSTEMS
 HI AUTOMOTIVE SYSTEMS
 J E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
 FEBRUARY 9, 2001

VENDOR 344874 DUNS 144230695

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR FA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 11/15/00	*****	
PC	26094201	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 9/15/00 PER CHART REV. 002 DTD 9/15/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 5310 MIN LOT SIZE PRICE CHANGE REF. 26094201		.10 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-7079

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI 48601

INVOICE TO
ATTN: ACCOUNTS PAYABLE
SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES
PERMIT NO 3800440

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26086202	LOCK HOUSING ASM PURCHASE COMPLETE TO BLUEPRINT REV. 008 DATED 9/25/00 PER CHART REV. 008 DTD 9/25/00 ACTIVE ACT 2400 75000 TAX 4B ADD 26086202	.000001	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER
PHONE: (517) 757-7126
FAX (989) 757-7079

PURCHASING LOCATION

Pg 82 of 269

PURCHASE ORDER

SAG90I4400

ALTERATION 90028

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
 JUNE 17, 2002 *AR*

INVOICE TO

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26103560	<p>THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/02.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>SUPPORT ASM, STRG COL PURCHASED COMPLETE TO BLUEPRINT REV. 01A DATED 3/26/02 PER CHART REV. 01A DTD 3/26/02 ACTIVE</p> <p>ACT 2400 75109 TAX 4B</p> <p>ADD 26103560</p>	.25	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER

PHONE: (989) 757-6009

PURCHASING LOCATION
DELPHI SAGINAW STEERING SYSTEMS
DELPHI CORPORATION
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

DELPHI

PURCHASE ORDER

SAG90I440C
ALTERATION 01141ORDER ISSUE DATE: 09/25/00
MAY 2, 2003

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

SHIP ACCORDING TO RELEASE AND
SHIPPING SCHEDULES

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED AS RELEASED	DATE PROMISED	TERMS NET MNS-2	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B. BUYER'S PLANT FREIGHT COLLECT			VIA SEE INSTRUCTIONS BELOW	

STATE & LOCAL SALES,
USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/03. ***** THE ABOVE INFORMATION ***** ***** HAS BEEN CHANGED ***** EXTEND PO THRU 31DE03		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI
BUYER
PHONE: (989) 757-6009

ORDER ISSUE DATE: 09/25/00
MARCH 31, 2003

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

SHIP ACCORDING TO RELEASE AND
SHIPPING SCHEDULES

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR BA
AS RELEASED		NET MNS-2		
F.O.B.	BUYER'S PLANT FREIGHT COLLECT			VIA SEE INSTRUCTIONS BELOW

STATE & LOCAL SALES,
USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 5/01/03. ***** THE ABOVE INFORMATION ***** ***** HAS BEEN CHANGED ***** EXTEND PURCHASE ORDER FROM 3-31-03 TO 05-01-03		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI
BUYER
PHONE: (989) 757-6009

05-44481-rdd Doc 9200-1 Filed 08/30/07 Entered 08/30/07 17:56:45 Exhibit 1
PURCHASING LOCATION DELPHI SAGINAW STEERING SYSTEMS
DELPHI CORPORATION
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

DELPHI

PURCHASE ORDER

LEGAL COPY

SAG90I4400

ALTERATION 96711

ORDER ISSUE DATE: 09/25/00
DECEMBER 20, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

SHIP ACCORDING TO RELEASE AND
SHIPPING SCHEDULES

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED AS RELEASED	DATE PROMISED	TERMS NET MNS-2	REC. DEPT. NOTIFY	CODE IAR GA
F.O.B. BUYER'S PLANT FREIGHT COLLECT			VIA SEE INSTRUCTIONS BELOW	

STATE & LOCAL SALES,
USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 3/31/03. ***** THE ABOVE INFORMATION ***** ***** HAS BEEN CHANGED ***** EXTEND PO THRU 03/31/03		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
BUYER
PHONE: (989) 757-6009

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO
ATTN: ACCOUNTS PAYABLE
SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	SA

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26063655	THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/02. THE FOLLOWING HAS BEEN CHANGED TO READ: ***** THE FOLLOWING PRICE EFFECTIVE 6/02/02 ***** SUPPORT ASM, STRG COLUMN PURCHASE COMPLETE TO BLUEPRINT REV. 001 DATED 12/04/96 PER CHART REV. 001 DTD 12/04/96 ACTIVE ACT 2400 75000 TAX 4B PRICE CHANGE	.11612	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER
PHONE: (989) 757-7126
FAX (989) 757-7079

DELPHI
Automotive Systems

LEGAL COPY

PURCHASE ORDER

SAG90I4400
ALTERATION 78031

JN
SAW STEERING SYSTEMS
MOTIVE SYSTEMS
LAND RD.
MI 48601-9494

ORDER ISSUE DATE: 09/25/00
NOVEMBER 14, 2001

INVOICE TO

NDOR 344874 DUNS 144230695

E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/02.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 6/02/01	*****	
PC	26063655	SUPPORT ASM, STRG COLUMN PURCHASE COMPLETE TO BLUEPRINT REV. 001 DATED 12/04/96 PER CHART REV. 001 DTD 12/04/96 ACTIVE ACT 2400 75000 TAX 4B PRICE CHANGE		.12096 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (989) 757-7126

DELPHI
Automotive Systems

LEGAL COPY

ON
NAW STEERING SYSTEMS
OMOTIVE SYSTEMS
LLAND RD.
MI 48601-9494

PURCHASE ORDER

SAG90I4400
ALTERATION 78030

ORDER ISSUE DATE: 09/25/00
NOVEMBER 14, 2001

INVOICE TO

ENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES
4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/02.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26063655	SUPPORT ASM, STRG COLUMN PURCHASE COMPLETE TO BLUEPRINT REV. 001 DATED 12/04/96 PER CHART REV. 001 DTD 12/04/96 ACTIVE ACT 2400 75000 TAX 4B ADD 26063655 <i>replaced by alt 78153</i>	.12096	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

LEGAL COPY

ORIGINAL COPY

ION
NAW STEERING SYSTEMS
OMOTIVE SYSTEMS
LLAND RD.
MI 48601-9494

DELPHI
Automotive Systems

PURCHASE ORDER

SAG90I4400
ALTERATION 78030

ORDER ISSUE DATE: 09/25/00
NOVEMBER 14, 2001

INVOICE TO

ENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/02.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26063655	SUPPORT ASM, STRG COLUMN PURCHASE COMPLETE TO BLUEPRINT REV. 001 DATED 12/04/96 PER CHART REV. 001 DTD 12/04/96 ACTIVE ACT 2400 75000 TAX 4B ADD 26063655	.12096	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PURCHASING LOCATION

Pg 90 of 269

PURCHASE ORDER

SAG90I440C

ALTERATION 81942

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
 FEBRUARY 1, 2002

VENDOR 344874 DUNS 144230695

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/02.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	7842933	ROD BLANK, INNER TIE (RH) PURCHASED COMPLETE TO BLUEPRINT REV. 003 DATED 8/23/95 PER CHART REV. 003 DTD 8/23/95 ACTIVE ACT 2400 75000 TAX 4F	.000001	PC
PC	7844399	ROD BLANK, INNER TIE (LH) PURCHASED COMPLETE TO BLUEPRINT REV. 003 DATED 8/23/95 PER CHART REV. 003 DTD 8/23/95 ACTIVE ACT 2400 75000 TAX 4F ADD 7844399	.000001	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (989) 757-7126
 FAX (989) 757-7079

PURCHASING LOCATION

Pg 91 of 269

PURCHASE ORDER

SAG90I4400

ALTERATION 78029

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
 NOVEMBER 14, 2001

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/02.				
**** THE FOLLOWING HAS BEEN ADDED: ****				
PC	7837221	ROD ASM, OUTER TIE (LH) TO BLUEPRINT REV. 008 DATED 7/16/99 PER CHART REV. 008 DTD 7/16/99 ACTIVE ACT 2400 75000 TAX 4B	6.88	PC
PC	7837227	ROD ASM, OUTER TIE (RH) TO BLUEPRINT REV. 009 DATED 7/19/99 PER CHART REV. 009 DTD 7/19/99 ACTIVE ACT 2400 75000 TAX 4B	6.88	PC
PC	7849352	ROD SERV ASM, INNER TIE (RH) PURCHASED COMPLETE TO BLUEPRINT REV. 013 DATED 4/30/98 PER CHART 07837666 REV. 013 DTD 4/30/98 REINSTATED ACT 2400 75000 TAX 4B	8.33	PC
	7849354	ROD SERV ASM, INNER TIE (LH)	8.33	PC

CONTINUED ON PAGE 2

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (989) 757-7126
 FAX (989) 757-7079

STEERING SYSTEMS
ACTIVE SYSTEMS
AND RD.
48601-9494

ORDER ISSUE DATE: 09/25/00
NOVEMBER 14, 2001

JOR 344874 DUNS 144230695

E SERVICES CO
25 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES

PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC		PURCHASED COMPLETE TO BLUEPRINT REV. 013 DATED 4/30/98 PER CHART 07837666 REV. 013 DTD 4/30/98 REINSTATED ACT 2400 75000 TAX 4B ADD ITEMS THIS IS NOTIFICATION FOR AWARD OF BUSINESS FOR PART NUMBERS NOT SHOWN AS (ACTIVE). SHIPMENT OF THOSE PARTS AGAINST THIS ORDER IS PROHIBITED UNTIL AN ALTERATION WITH CURRENT BLUE PRINT DATE AND REVISION IS ISSUED, UNLESS OTHERWISE STATED IN THIS ORDER.		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (989) 757-7126
FAX (989) 757-7079

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

Pg. 93 of 269

PURCHASE ORDER

SAG90I4400
 ALTERATION 78021

ORDER ISSUE DATE: 09/25/00
 NOVEMBER 14, 2001

AK

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

SHIP ACCORDING TO RELEASE AND
 SHIPPING SCHEDULES

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
AS RELEASED		NET MNS-2		SA
F.O.B. SHIPPING POINT			VIA SEE INSTRUCTIONS BELOW	

STATE & LOCAL SALES,
 USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/02.</p> <p>***** THE ABOVE INFORMATION ***** ***** HAS BEEN CHANGED *****</p> <p>EXTEND PO THRU 12-31-02</p>		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (989) 757-7126
 FAX (989) 757-7079

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO	
ATTN: ACCOUNTS PAYABLE	
SHIP TO	

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR F/
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES
4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26087774	MODULE ASM, LOCK PURCHASE COMPLETE TO BLUEPRINT REV. 003 DATED 7/20/00 PER CHART REV. 003 DTD 7/20/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 5385 MIN LOT SIZE ADD ITEM REF. 26087774		.125 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER
PHONE: (517) 757-7126
FAX (517) 757-7079

ATION

Pg. 95 of 269

PURCHASE ORDER

SAG90I4400

ALTERATION 67174

SAGINAW STEERING SYSTEMS
 AUTOMOTIVE SYSTEMS
 HOLLAND RD.
 , MI 48601-9494

ORDER ISSUE DATE: 09/25/00
 MARCH 12, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE: IAR FA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 5/01/02	*****	
PC	26087774	MODULE ASM, LOCK PURCHASE COMPLETE TO BLUEPRINT REV. 003 DATED 7/20/00 PER CHART REV. 003 DTD 7/20/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 5385 MIN LOT SIZE PRICE CHANGE REF. 26087774		.12 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-7079

ATION

Pg 96 of 269

PURCHASE ORDER

SAG90I4400

ALTERATION 67175

SAGINAW STEERING SYSTEMS
 AUTOMOTIVE SYSTEMS
 HOLLAND RD.
 MI 48601-9494

ORDER ISSUE DATE: 09/25/00
 MARCH 12, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODI IAR F
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 5/01/03	*****	
PC	26087774	MODULE ASM, LOCK PURCHASE COMPLETE TO BLUEPRINT REV. 003 DATED 7/20/00 PER CHART REV. 003 DTD 7/20/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 5385 MIN LOT SIZE PRICE CHANGE REF. 26087774	.1152 P	

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-7079

SAGINAW STEERING SYSTEMS
AUTOMOTIVE SYSTEMS
HOLLAND RD.
MI 48601-9494

PURCHASE ORDER

SAG90I4401
ALTERATION 67174

ORDER ISSUE DATE: 09/25/00
MARCH 12, 2001

ENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODI IAR F/
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
PC	26087774	THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01. THE FOLLOWING HAS BEEN CHANGED TO READ: ***** THE FOLLOWING PRICE EFFECTIVE 5/01/04 ***** MODULE ASM, LOCK PURCHASE COMPLETE TO BLUEPRINT REV. 003 DATED 7/20/00 PER CHART REV. 003 DTD 7/20/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 5385 MIN LOT SIZE PRICE CHANGE REF. 26087774	.1105	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (517) 757-7126
FAX (517) 757-7079

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
~~DELPHI~~ AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4400
 ALTERATION 70897

ORDER ISSUE DATE: 09/25/00
 JUNE 4, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26094784	<p>THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 1/30/01 PER CHART REV. 001 DTD 1/30/01 ACTIVE</p> <p>ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE</p> <p>PRICES EFFECTIVE DATES .095 050101 .0912 050102 .0875 050103</p> <p>ADD 26094784</p>		.095 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

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 FAX (989) 757-7079

Pg 99 of 269
DELPHI
 Automotive Systems

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CATION
 SAGINAW STEERING SYSTEMS
 AUTOMOTIVE SYSTEMS
 HOLLAND RD.
 MI 48601-9494

PURCHASE ORDER

SAG90I4400
 ALTERATION 70998

ORDER ISSUE DATE: 09/25/00
 JUNE 4, 2001

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODI IAR S/
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 5/01/02	*****	
PC	26094784	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 1/30/01 PER CHART REV. 001 DTD 1/30/01 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE PRICES EFFECTIVE DATES .095 050101 .0912 050102 .0875 050103 REF 26094787 PRICE CHG	.0912 P	

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

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 BUYER

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AUTOMOTIVE SYSTEMS
HOLLAND RD.
MI 48601-9494

PURCHASE ORDER

SAG901440
ALTERATION 7099

ORDER ISSUE DATE: 09/25/00
JUNE 4, 2001

INVOICE TO

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CO IA S
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT ME/
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 5/01/03	*****	
PC	26094784	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 1/30/01 PER CHART REV. 001 DTD 1/30/01 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE PRICES EFFECTIVE DATES .095 050101 .0912 050102 .0875 050103 REF 26094784 PRICE CHG	.0875 P	

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (517) 757-7126

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4400
 ALTERATION 70994

ORDER ISSUE DATE: 09/25/00
 JUNE 4, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26094785	<p>THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>MODULE ASM. LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 1/30/01 PER CHART REV. 001 DTD 1/30/01 ACTIVE</p> <p>ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE</p> <p>PRICES EFFECTIVE DATE .095 050101 .0912 050102 .0875 050103</p> <p>ADD 26094785</p>		.095 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

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 BUYER

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 FAX (989) 757-7079

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SAGINAW STEERING SYSTEMS
AUTOMOTIVE SYSTEMS
HOLLAND RD.
MI 48601-9494

PURCHASE ORDER

SAG901440
ALTERATION 7099

ORDER ISSUE DATE: 09/25/00
JUNE 4, 2001

INVOICE TO

VENDOR 344874 DUNS 144230695

A E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CC
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UN ME
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 5/01/02	*****	
PC	26094785	MODULE ASM. LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 1/30/01 PER CHART REV. 001 DTD 1/30/01 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE PRICES EFFECTIVE DATE .095 050101 .0912 050102 .0875 050103 REF 26094785 PRICE CHG	.0912	

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (517) 757-7126

SAGINAW STEERING SYSTEMS
 AUTOMOTIVE SYSTEMS
 HOLLAND RD.
 MI 48601-9494

Pg 103 of 269

PURCHASE ORDER

SAG90I44C
 ALTERATION 7096ORDER ISSUE DATE: 09/25/00
 JUNE 4, 2001

ENDOR 344874 DUNS 144230695

IE SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S/
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 5/01/03	*****	
PC	26094785	MODULE ASM. LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 1/30/01 PER CHART REV. 001 DTD 1/30/01 ACTIVE		.0875 PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE		
		PRICES EFFECTIVE DATE .095 050101 .0912 050102 .0875 050103		
		REF 26094785 PRICE CHG		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (989) 757-7079

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

Pg 104 of 269

PURCHASE ORDER

SAG901440
 ALTERATION 6429

ORDER ISSUE DATE: 09/25/00
 JANUARY 8, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CC
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UN
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26056263	MODULE ASM, LOCK TO BLUEPRINT REV. 010 DATED 4/29/97 PER CHART REV. 010 DTD 4/29/97 ACTIVE	.0735	
		ACT 2400 75109 TAX 4B WEEKLY CAP 7000 MIN LOT SIZE		
		FUTURE PRICING: PRICE EFF DATE .0735 7-25-01		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26075081	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE	.0735	
		ACT 2400 75109 TAX 4B		
CONTINUED ON PAGE 2				

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-7079

DELPHI
Automotive Systems

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LOCATION

SAGINAW STEERING SYSTEMS
AUTOMOTIVE SYSTEMS
E HOLLAND RD.
JAW, MI 48601-9494

PURCHASE ORDER

SAG90I4400
ALTERATION 64292

ORDER ISSUE DATE: 09/25/00
JANUARY 8, 2001

INVOICE TO

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE: IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES

PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		WEEKLY CAP 4000 MIN LOT SIZE		
		FUTURE PRICING: PRICE EFF DATE .0735 7-25-01		
	*****	THE FOLLOWING PRICE EFFECTIVE 11/15/01	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE	.0735 P	
		ACT 2400 75109 TAX 4B WEEKLY CAP 10500 MIN LOT SIZE		
		REF 26056263, 26075081, 26093782 PRICE CHANGE		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (517) 757-7126

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4400
 ALTERATION 61955

ORDER ISSUE DATE: 09/25/00
 NOVEMBER 16, 2000

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 4000 MIN LOT SIZE	.075 P	
PC	26094201	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 9/15/00 PER CHART REV. 002 DTD 9/15/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 1200 MIN LOT SIZE ADD 26093782 & 26094201 EFF 11-15-00	.0995 P	

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-9222

PURCHASING LOCATION

Pg 107 of 269

PURCHASE ORDER

SAG90I440

ALTERATION 6195

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
 NOVEMBER 16, 2000

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COT IAF S
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 11/15/01	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 4000 MIN LOT SIZE	.07462 P	
	*****	THE FOLLOWING PRICE EFFECTIVE 11/15/01	*****	
PC	26094201	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 9/15/00 PER CHART REV. 002 DTD 9/15/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 1200 MIN LOT SIZE REF 26093782 & 26094201	.10 P	

CONTINUED ON PAGE 2

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 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-9222

DELPHI
Automotive Systems

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PURCHASE ORDER

SAG90I4400
ALTERATION 61950

LOCATION

SAGINAW STEERING SYSTEMS
AUTOMOTIVE SYSTEMS
HOLLAND RD.
SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
NOVEMBER 16, 2000

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CO IA C
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UN ME
		PRICE CHANGE EFF 11-15-01		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER
PHONE: (517) 757-7126

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4400
 ALTERATION 60359

ORDER ISSUE DATE: 09/25/00
 OCTOBER 11, 2000

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR FA
F.O.B.			VIA	

STATE & LOCAL SALES,
 USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		<p>THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.</p> <p>THE FOLLOWING HAS BEEN CHANGED TO READ:</p> <p>THE SUPPLIER AGREES TO SELL AND THE BUYER AGREES TO PURCHASE, AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS IN THE FACE AND REVERSE SIDE HEREOF, AND BY REFERENCE AS THOUGH TYPED HEREON, THE SUPPLEMENTAL TERMS AND CONDITIONS ATTACHED TO THE REQUEST FOR QUOTATION, THE FOLLOWIING PERCENT OF OF THE ARTICLE(S) DESCRIBED BELOW FOR THE ABOVE TIME PERIOD.</p> <p>LINK W/PN 26089434 CHANGE PERCENT OF BUSINESS 26089434 CURR. % FUT. % FUT. DTE. 100 100 10/10/00</p>		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-9222



LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4400
 ALTERATION 61020

ORDER ISSUE DATE: 09/25/00
 OCTOBER 26, 2000

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S.
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
PC	26089431	<p>THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>LOCK HOUSING ASM TO BLUEPRINT REV. 003 DATED 1/04/00 PER CHART REV. 003 DTD 1/04/00 ACTIVE</p> <p>ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE</p> <p>ADD 26089431 EFF 10-25-00</p>	.000001	P

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-9222

DELPHI
Pg 1 of 2
Automotive Systems

LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I440
ALTERATION 5950

ORDER ISSUE DATE: 09/25/00
OCTOBER 5, 2000

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CC IN C
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UN ME
		THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26036319	ACTUATOR, IGNITION LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 011 DATED 4/10/95 PER CHART REV. 011 DTD 4/10/95 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE	.00001	F
PC	26036320	ACTUATOR, IGN SWITCH PURCHASED COMPLETE TO BLUEPRINT REV. 004 DATED 8/27/96 PER CHART REV. 004 DTD 8/27/96 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE	.00001	F
PC	26036321	BACKING PLATE, LOCK MODULE PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 10/21/94 PER CHART REV. 002 DTD 10/21/94 ACTIVE	.00001	F
CONTINUED ON PAGE 2				

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (517) 757-7126
FAX (517) 757-9222

SAGINAW LOCATION

PURCHASE ORDER

SAG9014400

ALTERATION 59528

PHI SAGINAW STEERING SYSTEMS
 PHI AUTOMOTIVE SYSTEMS
 100 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
 OCTOBER 5, 2000

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

USE TAX CODES PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26036475	ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE HOUSING ASM, LOCK CYLINDER PURCHASE COMPLETE TO BLUEPRINT REV. 010 DATED 1/23/95 PER CHART REV. 010 DTD 1/23/95 ACTIVE	.00001	PC
PC	26049448	ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE HOUSING ASM, LOCK CYLINDER TO BLUEPRINT REV. 035 DATED 9/27/99 PER CHART REV. 035 DTD 9/27/99 ACTIVE	.00001	PC
PC	26054642	ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE BACKING PLATE, LOCK MODULE PURCHASED COMPLETE TO BLUEPRINT REV. 026 DATED 1/24/97 PER CHART REV. 026 DTD 1/24/97 ACTIVE	.00001	PC
		ACT 2400 75000 TAX 4B		

CONTINUED ON PAGE 3

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-9222

SING LOCATION

Pg 113 of 269

PURCHASE ORDER

SAG90I440C
ALTERATION 59528

PHI SAGINAW STEERING SYSTEMS
PHI AUTOMOTIVE SYSTEMS
000 E HOLLAND RD.
SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 09/25/00
OCTOBER 5, 2000

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		WEEKLY CAP 500 MIN LOT SIZE		
PC	26057168	PLUG, LOCK CYLINDER TO BLUEPRINT REV. 007 DATED 1/06/00 PER CHART 26089666 REV. 007 DTD 1/06/00 ACTIVE	.00001	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE		
PC	26057169	LOCK HOUSING ASSY TO BLUEPRINT REV. 001 DATED 7/13/95 ACTIVE	.00001	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE		
PC	26058383	LOCK CYL HOUSING ASM TO BLUEPRINT REV. 035 DATED 9/27/99 PER CHART REV. 035 DTD 9/27/99 ACTIVE	.00001	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE		
PC	26058495	ACTUATOR, IGNITION LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 099 DATED 4/06/99 PER CHART REV. 099 DTD 4/06/99	.00001	PC
CONTINUED ON PAGE 4				

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (517) 757-7126
FAX (517) 757-9222

SING LOCATION

DELPHI
Automotive Systems

LEGAL COPY

PHI SAGINAW STEERING SYSTEMS
PHI AUTOMOTIVE SYSTEMS
500 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I440
ALTERATION 5952

ORDER ISSUE DATE: 09/25/00
OCTOBER 5, 2000

INVOICE TO

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		ACTIVE		
		ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE		
PC	26069848	HOUSING, LOCK CYLINDER PURCHASED COMPLETE TO BLUEPRINT REV. 028 DATED 12/13/99 PER CHART REV. 028 DTD 12/13/99 INACTIVE	.00001	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE		
PC	26070072	HOUSING ASM, LOCK CYLINDER PURCHASED COMPLETE TO BLUEPRINT REV. 027 DATED 9/27/99 PER CHART REV. 027 DTD 9/27/99 ACTIVE	.00001	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE		
PC	26070074	HOUSING ASM, LOCK CYLINDER PURCHASED COMPLETE TO BLUEPRINT REV. 027 DATED 9/27/99 PER CHART REV. 027 DTD 9/27/99 ACTIVE	.00001	PC

CONTINUED ON PAGE 5

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (517) 757-7126
FAX (517) 757-9222



LEGAL COPY

ASING LOCATION

PHI SAGINAW STEERING SYSTEMS
 _PHI AUTOMOTIVE SYSTEMS
 300 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I440C
 ALTERATION 5952E

ORDER ISSUE DATE: 09/25/00
 OCTOBER 5, 2000

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE		
		ADD ITEMS THIS IS NOTIFICATION FOR AWARD OF BUSINESS FOR PART NUMBERS NOT SHOWN AS (ACTIVE). SHIPMENT OF THOSE PARTS AGAINST THIS ORDER IS PROHIBITED UNTIL AN ALTERATION WITH CURRENT BLUE PRINT DATE AND REVISION IS ISSUED, UNLESS OTHERWISE STATED IN THIS ORDER.		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-0000

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I440C
 ALTERATION 60734

ORDER ISSUE DATE: 09/25/00
 OCTOBER 18, 2000

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE: IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26054646	<p>THIS ORDER IS EFFECTIVE 9/25/00 AND EXPIRES 12/31/01.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>SHAFT, TUBULAR STRG PURCHASED COMPLETE TO BLUEPRINT REV. 155 DATED 4/01/97 PER CHART REV. 155 DTD 4/01/97 ACTIVE</p> <p>ACT 2400 75000 TAX 4B WEEKLY CAP 500 MIN LOT SIZE</p> <p>ADD 26054646 EFF 10-02-00</p>	.00001	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (517) 757-9222

EXHIBIT F

PURCHASING LOCATION

Pg 118 of 269

PURCHASE ORDER

SAG90I4317

ALTERATION 74292

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00
 AUGUST 21, 2001

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

USE TAX CODES PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
PC	26093782	<p>THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.</p> <p>THE FOLLOWING HAS BEEN CHANGED TO READ:</p> <p>***** THE FOLLOWING PRICE EFFECTIVE 5/01/01 *****</p> <p>MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE</p> <p>ACT 2400 75109 TAX 4B WEEKLY CAP 42500 MIN LOT SIZE</p> <p>PRICES EFF DATES .154 050101 .150 111501 .0735 010102</p> <p>PRICE CHG</p>	.154 PC	

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (989) 757-7079

SAGINAW STEERING SYSTEMS
 AUTOMOTIVE SYSTEMS
 2 HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG9014317
 ALTERATION 74293

ORDER ISSUE DATE: 07/27/00
 AUGUST 21, 2001

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26093782	<p>THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.</p> <p>THE FOLLOWING HAS BEEN CHANGED TO READ:</p> <p>***** THE FOLLOWING PRICE EFFECTIVE 11/15/01 *****</p> <p>MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE</p> <p>ACT 2400 75109 TAX 4B WEEKLY CAP 42500 MIN LOT SIZE</p> <p>PRICES EFF DATES .154 050101 .150 111501 .0735 010102</p> <p>REF 26093782 PRICE CHG</p>	.15	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (517) 757-7126
 FAX (989) 757-7079

DELPHI
Automotive Systems

LEGAL COPY

LOCATION

PURCHASE ORDER

SAG90I4317
ALTERATION 74294

SAGINAW STEERING SYSTEMS
AUTOMOTIVE SYSTEMS
HOLLAND RD.

SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00
AUGUST 21, 2001

INVOICE TO

VENDOR 541928 DUNS 007034445

ATTN: ACCOUNTS PAYABLE

SHIP TO

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	SA

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26093782	<p>THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.</p> <p>THE FOLLOWING HAS BEEN CHANGED TO READ:</p> <p>***** THE FOLLOWING PRICE EFFECTIVE 1/01/02 *****</p> <p>MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE</p> <p>ACT 2400 75109 TAX 4B WEEKLY CAP 42500 MIN LOT SIZE</p> <p>PRICES EFF DATES .154 050101 .150 111501 .0735 010102</p> <p>REF 26093782 PRICE CHG</p>	.0735	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (517) 757-7126
FAX (989) 757-7070

LOCATION

Page 1 of 269

PURCHASE ORDER

SAG90I4317

ALTERATION 74292

SAGINAW STEERING SYSTEMS

AUTOMOTIVE SYSTEMS

HOLLAND RD.

SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00

AUGUST 21, 2001

INVOICE TO

VENDOR 541928 DUNS 007034445

ATTN: ACCOUNTS PAYABLE

SHIP TO

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 5/01/01	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 42500 MIN LOT SIZE PRICES EFF DATES .154 050101 .150 111501 .0735 010102 PRICE CHG		.154 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
BUYER

PHONE: (517) 757-7132
FAX (989) 757-7079

PAGE

Chg buyer code
orig not
waited

DELPHI
Automotive Systems

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LOCATION

SAGINAW STEERING SYSTEMS
AUTOMOTIVE SYSTEMS
E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4317
ALTERATION 74293

ORDER ISSUE DATE: 07/27/00
AUGUST 21, 2001

VENDOR 541928 DUNS 007034445

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 11/15/01	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 42500 MIN LOT SIZE PRICES EFF DATES .154 050101 .150 111501 .0735 010102 REF 26093782 PRICE CHG	.15	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
BUYER

PHONE: (517) 757-7132
FAX (989) 757-7079

SAGINAW STEERING SYSTEMS
AUTOMOTIVE SYSTEMSSAG90I4317
ALTERATION 74294HOLLAND RD.
NAW, MI 48601-9494ORDER ISSUE DATE: 07/27/00
AUGUST 21, 2001

VENDOR 541928 DUNS 007034445

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 1/01/02	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 42500 MIN LOT SIZE PRICES EFF DATES .154 050101 .150 111501 .0735 010102 REF 26093782 PRICE CHG		.0735 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
BUYERPHONE: (517) 757-7132
FAX (989) 757-7079

PURCHASING LOCATION

Pg 124 of 269

PURCHASE ORDER

SAG90I4317

ALTERATION 66169

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00
 FEBRUARY 9, 2001

INVOICE TO

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR FA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 1/10/01	*****	
PCS	26075081	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE ACT 2400 75109 TAX 4F WEEKLY CAP 41500 MIN LOT SIZE PRICE CHANGE REF. 26075081		.175 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
 BUYER

PHONE: (517) 757-7132
 FAX (517) 757-3948

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00
FEBRUARY 9, 2001

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT: NOTIFY	CODE: IAR FA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 1/10/01	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 24180 MIN LOT SIZE PRICE CHANGE REF. 26093782		.175 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
BUYER

PHONE: (517) 757-7132
FAX (517) 757-3948

VENDOR 541928 DUNS 007034445		INVOICE TO	
UNIVERSAL TOOL & EDM 3860 E WASHINGTON SAGINAW MI 48601		ATTN: ACCOUNTS PAYABLE	
		SHIP TO	

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26036474	MODULE ASM, LOCK TO BLUEPRINT REV. 007 DATED 3/08/95 PER CHART REV. 007 DTD 3/08/95 ACTIVE		.098 PCS
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26049449	MODULE ASM, LOCK TO BLUEPRINT REV. 008 DATED 5/15/97 PER CHART REV. 008 DTD 5/15/97 ACTIVE		.098 PCS
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
	26057170	MODULE ASM, LOCK		.098 PCS

SING LOCATION

Pg 127 of 269

PURCHASE ORDER

SAG90I4317

ALTERATION 64794

PHI SAGINAW STEERING SYSTEMS
 PHI AUTOMOTIVE SYSTEMS
 900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00
 JANUARY 11, 2001

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PCS		TO BLUEPRINT REV. 001 DATED 7/13/95 PER CHART REV. 001 DTD 7/13/95 ACTIVE		
		ACT 2400 75109 TAX 4F WEEKLY CAP 6480 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26075221	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE		.098 PCS
		ACT 2400 75000 TAX 4F WEEKLY CAP 6480 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PC	26089434	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 1/05/00 PER CHART REV. 001 DTD 1/05/00 ACTIVE		.098 PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 650 MIN LOT SIZE		
		REF ABOVE ITEMS		

CONTINUED ON PAGE 3

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
 BUYER

PHONE: (517) 757-7132
 FAX (517) 757-3948

ASING LOCATION

Pg 128 of 269

PURCHASE ORDER

SAG90I4317
ALTERATION 64794

PHI SAGINAW STEERING SYSTEMS
LPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00
JANUARY 11, 2001

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		PRICE CHANGE EFF 7-25-01		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
BUYER

PHONE: (517) 757-7132
FAX (517) 757-3948

ORDER ISSUE DATE: 07/27/00
 JANUARY 9, 2001

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 10/30/00	*****	
PCS	26075081	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE		.154 PCS
		ACT 2400 75109 TAX 4F WEEKLY CAP 41500 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 10/30/00	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE		.154 PC
		ACT 2400 75109 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE		
		REF 26075081 & 26093782 PRICE CHANGE		

CONTINUED ON PAGE 2

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
 BUYER

PHONE: (517) 757-7132
 FAX (517) 757-3948

TION

DELPHI
Automotive Systems

LEGAL COPY

LEGAL COPY

NAW STEERING SYSTEMS
OMOTIVE SYSTEMS
LLAND RD.
MI 48601-9494

PURCHASE ORDER

SAG90I4317
ALTERATION 64316ORDER ISSUE DATE: 07/27/00
JANUARY 9, 2001

NDOR 541928 DUNS 007034445

IVERSAL TOOL & EDM
860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED

DATE PROMISED

TERMS

REC. DEPT. NOTIFY

CODES
IAR
SA

VIA

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY

ITEM CODE NO.

DESCRIPTION

UNIT PRICE

UNIT
MEAS.EFF 10-30-00
REF C/R 76363

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
BUYERPHONE: (517) 757-7132
FAX: (517) 757-7132

ORDER ISSUE DATE: 07/27/00
JANUARY 12, 2001

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODI IAR S/
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
PC	26093781	THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01. **** THE FOLLOWING HAS BEEN ADDED: **** LOCK HSG ASM PURCHASE COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE ADD 26093781	.000001	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
BUYER

PHONE: (517) 757-7132
FAX (517) 757-3948

ORDER ISSUE DATE: 07/27/00
JANUARY 9, 2001

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 5/01/01	*****	
PCS	26075081	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE		.075 PC
		ACT 2400 75109 TAX 4F WEEKLY CAP 41500 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 5/01/01	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE		.075 PC
		ACT 2400 75109 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE		
		REF 26075081 & 26093782 EFF 5-01-01		

**THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.**

L. DUENSING,
BUYER

PHONE: (517) 757-7132
FAX (517) 757-3948

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4317
 ALTERATION 57081

ORDER ISSUE DATE: 07/27/00
 AUGUST 18, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
PC	26089434	<p>THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 1/05/00 PER CHART REV. 001 DTD 1/05/00 ACTIVE</p> <p>ACT 2400 75000 TAX 4B WEEKLY CAP 650 MIN LOT SIZE</p> <p>ADD 26089434</p>		.10 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
 SENIOR BUYER
 PHONE: (517) 757-4046
 FAX (517) 757-5983

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI 48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CC IA C
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UN ME
PC	26089434	THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
		***** THE FOLLOWING PRICE EFFECTIVE 7/25/01 *****		
		MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 1/05/00 PER CHART REV. 001 DTD 1/05/00 ACTIVE	.0995	I
		ACT 2400 75000 TAX 4B WEEKLY CAP 650 MIN LOT SIZE REF 26089434 PRICE CHANGE EFF 7-25-01		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
SENIOR BUYER
PHONE: (517) 757-4046
FAX (517) 757-5983

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I431
 ALTERATION 5708

ORDER ISSUE DATE: 07/27/00
 AUGUST 18, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

**P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).**

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CC IA C S
F.O.B.			VIA	

STATE & LOCAL SALES,
 USE TAX CODES

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UN ME
	26069984	<p>THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.</p> <p>***** CANCEL THE FOLLOWING ***** ***** ON THE ABOVE ORDER: *****</p> <p>DELETE 26069984</p>		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
 SENIOR BUYER
 PHONE: (517) 757-4046
 FAX (517) 757-5983

DELPHI
Automotive Systems

LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG9014317
ALTERATION 56923

ORDER ISSUE DATE: 07/27/00
AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S/
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26036474	MODULE ASM, LOCK TO BLUEPRINT REV. 007 DATED 3/08/95 PER CHART REV. 007 DTD 3/08/95 ACTIVE	.0995 P	
		ACT 2400 75000 TAX 4B WEEKLY CAP 700 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26049449	MODULE ASM, LOCK TO BLUEPRINT REV. 008 DATED 5/15/97 PER CHART REV. 008 DTD 5/15/97 ACTIVE	.0995 P	
		ACT 2400 75000 TAX 4F WEEKLY CAP 700 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
	26056263	MODULE ASM, LOCK	.074625 P	

CONTINUED ON PAGE 2

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT, *NB*
SENIOR BUYER

PHONE: (517) 757-4046
FAX (517) 757-5983

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG901431
 ALTERATION 5692

ORDER ISSUE DATE: 07/27/00
 AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CC IA C S
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UN ME
PCS		TO BLUEPRINT REV. 010 DATED 4/29/97 PER CHART REV. 010 DTD 4/29/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 7000 MIN LOT SIZE ***** THE FOLLOWING PRICE EFFECTIVE 7/25/01 *****		
PCS	26057170	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 7/13/95 PER CHART REV. 001 DTD 7/13/95 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 850 MIN LOT SIZE ***** THE FOLLOWING PRICE EFFECTIVE 7/25/01 *****	.0995	I
PCS	26069984	MODULE ASM, LOCK TO BLUEPRINT REV. 002 DATED 12/13/99 PER CHART REV. 002 DTD 12/13/99 INACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 650 MIN LOT SIZE ***** THE FOLLOWING PRICE EFFECTIVE 7/25/01 *****	.0995	I
	26075081	MODULE ASM, LOCK CONTINUED ON PAGE 3	.074625	I

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
 SENIOR BUYER

PHONE: (517) 757-4046
 FAX (517) 757-5983

PURCHASING LOCATION

Pg 138 of 269

PURCHASE ORDER

SAG90I431

ALTERATION 5692

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00
 AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COT IAF S
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
PCS		TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 4000 MIN LOT SIZE ***** THE FOLLOWING PRICE EFFECTIVE 7/25/01 *****		
PCS	26075221	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 1200 MIN LOT SIZE REF 26036474, 26049449, 26056263, 26057170, 26069984, 26075081, 26075221 PRICE CHANGE EFF 7-25-01 THIS IS NOTIFICATION FOR AWARD OF BUSINESS FOR PART NUMBERS NOT SHOWN AS (ACTIVE). SHIPMENT OF THOSE PARTS AGAINST THIS ORDER IS PROHIBITED UNTIL AN ALTERATION WITH CURRENT BLUE PRINT DATE AND REVISION IS ISSUED, UNLESS OTHERWISE STATED IN THIS ORDER.	.0995	P

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
 SENIOR BUYER

PHONE: (517) 757-4046
 FAX (517) 757-5983

PURCHASING LOCATION

Pg 139 of 269

PURCHASE ORDER

SAG90I431

ALTERATION 5692

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00
 AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S.
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/00	*****	
PCS	26036474	MODULE ASM, LOCK TO BLUEPRINT REV. 007 DATED 3/08/95 PER CHART REV. 007 DTD 3/08/95 ACTIVE	.10	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 700 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/00	*****	
PCS	26049449	MODULE ASM, LOCK TO BLUEPRINT REV. 008 DATED 5/15/97 PER CHART REV. 008 DTD 5/15/97 ACTIVE	.10	PC
		ACT 2400 75000 TAX 4F WEEKLY CAP 700 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/00	*****	
	26056263	MODULE ASM, LOCK	.075	PC

CONTINUED ON PAGE 2

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
 SENIOR BUYER

PHONE: (517) 757-4046
 FAX (517) 757-5983

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4317
 ALTERATION 56922

ORDER ISSUE DATE: 07/27/00
 AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S/
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
PCS		TO BLUEPRINT REV. 010 DATED 4/29/97 PER CHART REV. 010 DTD 4/29/97 ACTIVE		
		ACT 2400 75000 TAX 4F WEEKLY CAP 7000 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/00	*****	
PCS	26057170	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 7/13/95 PER CHART REV. 001 DTD 7/13/95 ACTIVE		.10 P
		ACT 2400 75000 TAX 4F WEEKLY CAP 850 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/00	*****	
PCS	26069984	MODULE ASM, LOCK TO BLUEPRINT REV. 002 DATED 12/13/99 PER CHART REV. 002 DTD 12/13/99 INACTIVE		.10 P
		ACT 2400 75000 TAX 4F WEEKLY CAP 650 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/00	*****	
	26075081	MODULE ASM, LOCK		.075 F

CONTINUED ON PAGE 3

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
 SENIOR BUYER

PHONE: (517) 757-4046
 FAX (517) 757-5983

PAGE

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CO IA C
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNI ME
PCS		TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 4000 MIN LOT SIZE ***** THE FOLLOWING PRICE EFFECTIVE 7/25/00 *****		
PCS	26075221	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 1200 MIN LOT SIZE REF 26036474,26049449,26056263, 26057170,26069984,26075081,26075221 PRICE CHANGE EFF 7-25-00 THIS IS NOTIFICATION FOR AWARD OF BUSINESS FOR PART NUMBERS NOT SHOWN AS (ACTIVE). SHIPMENT OF THOSE PARTS AGAINST THIS ORDER IS PROHIBITED UNTIL AN ALTERATION WITH CURRENT BLUE PRINT DATE AND REVISION IS ISSUED, UNLESS OTHERWISE STATED IN THIS ORDER.	.10	F

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
SENIOR BUYER
PHONE: (517) 757-4046
FAX (517) 757-5983

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4317
 ALTERATION 60817

ORDER ISSUE DATE: 07/27/00
 OCTOBER 20, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES
 PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26088811	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 12/15/99 PER CHART REV. 001 DTD 12/15/99 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 1000 MIN LOT SIZE ADD 26088811 EFF 11-01-00	.084	P

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
 SENIOR BUYER

PHONE: (517) 757-4046
 FAX (517) 757-5983

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG9014317
 ALTERATION 63286

ORDER ISSUE DATE: 07/27/00
 DECEMBER 8, 2000

INVOICE TO

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
 USE TAX CODES PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26093782	<p>THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE</p> <p>ACT 2400 75000 TAX 4B WEEKLY CAP 9000 MIN LOT SIZE</p> <p>ADD 26093782 EFF 11-15-00</p>		.075 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
 BUYER

PHONE: (517) 757-7132
 FAX (517) 757-3948

DELPHI
Automotive Systems

PURCHASING LOCATION

PURCHASE ORDER

SAG901431
ALTERATION 6328DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494ORDER ISSUE DATE: 07/27/00
DECEMBER 8, 2000

INVOICE TO

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CC IA C
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UN ME
PC	26093782	<p>THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.</p> <p>THE FOLLOWING HAS BEEN CHANGED TO READ:</p> <p>***** THE FOLLOWING PRICE EFFECTIVE 11/15/01 *****</p> <p>MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE</p> <p>ACT 2400 75000 TAX 4B WEEKLY CAP 9000 MIN LOT SIZE</p> <p>REF 26093782 PRICE CHANGE EFF 11-15-01</p>	.07462	I

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.L. DUENSING,
BUYERPHONE: (517) 757-7132
FAX (517) 757-3948

Pg 145 of 269
DELPHI
Automotive Systems

LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I43
ALTERATION 5692ORDER ISSUE DATE: 07/27/00
AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY
F.O.B.			VIA

STATE & LOCAL SALES,
USE TAX CODES4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.	
		THE FOLLOWING HAS BEEN CHANGED TO READ:	
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/00	*****
PCS	26036474	MODULE ASM, LOCK TO BLUEPRINT REV. 007 DATED 3/08/95 PER CHART REV. 007 DTD 3/08/95 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 700 MIN LOT SIZE	.10
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/00	*****
PCS	26049449	MODULE ASM, LOCK TO BLUEPRINT REV. 008 DATED 5/15/97 PER CHART REV. 008 DTD 5/15/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 700 MIN LOT SIZE	.10
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/00	*****
	26056263	MODULE ASM, LOCK	.075

CONTINUED ON PAGE 2

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.N BRYANT,
SENIOR BUYERPHONE: (517) 757-4046
FAX (517) 757-5983

DELPHI
Automotive Systems

LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4317
ALTERATION 56922

ORDER ISSUE DATE: 07/27/00
AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
PCS		TO BLUEPRINT REV. 010 DATED 4/29/97 PER CHART REV. 010 DTD 4/29/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 7000 MIN LOT SIZE ***** THE FOLLOWING PRICE EFFECTIVE 7/25/00 *****		
PCS	26057170	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 7/13/95 PER CHART REV. 001 DTD 7/13/95 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 850 MIN LOT SIZE ***** THE FOLLOWING PRICE EFFECTIVE 7/25/00 *****	.10	P
PCS	26069984	MODULE ASM, LOCK TO BLUEPRINT REV. 002 DATED 12/13/99 PER CHART REV. 002 DTD 12/13/99 INACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 650 MIN LOT SIZE ***** THE FOLLOWING PRICE EFFECTIVE 7/25/00 *****	.10	P
	26075081	MODULE ASM, LOCK CONTINUED ON PAGE 3	.075	I

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
SENIOR BUYER
PHONE: (517) 757-4046

DELPHI
Automotive Systems

LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I43
ALTERATION 569

ORDER ISSUE DATE: 07/27/00
AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY
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F.O.B.	VIA
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STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	U M
PCS		TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 4000 MIN LOT SIZE ***** THE FOLLOWING PRICE EFFECTIVE 7/25/00 *****		
PCS	26075221	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 1200 MIN LOT SIZE REF 26036474, 26049449, 26056263, 26057170, 26069984, 26075081, 26075221 PRICE CHANGE EFF 7-25-00 THIS IS NOTIFICATION FOR AWARD OF BUSINESS FOR PART NUMBERS NOT SHOWN AS (ACTIVE). SHIPMENT OF THOSE PARTS AGAINST THIS ORDER IS PROHIBITED UNTIL AN ALTERATION WITH CURRENT BLUE PRINT DATE AND REVISION IS ISSUED, UNLESS OTHERWISE STATED IN THIS ORDER.	.10	

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
SENIOR BUYER

PHONE: (517) 757-4046

DELPHI
Automotive Systems

LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90143
ALTERATION 569

ORDER ISSUE DATE: 07/27/00
AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY
F.O.B.			VIA

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.	
		THE FOLLOWING HAS BEEN CHANGED TO READ:	
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****
PCS	26036474	MODULE ASM, LOCK TO BLUEPRINT REV. 007 DATED 3/08/95 PER CHART REV. 007 DTD 3/08/95 ACTIVE	.0995
		ACT 2400 75000 TAX 4B WEEKLY CAP 700 MIN LOT SIZE	
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****
PCS	26049449	MODULE ASM, LOCK TO BLUEPRINT REV. 008 DATED 5/15/97 PER CHART REV. 008 DTD 5/15/97 ACTIVE	.0995
		ACT 2400 75000 TAX 4F WEEKLY CAP 700 MIN LOT SIZE	
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****
	26056263	MODULE ASM, LOCK	.074625

CONTINUED ON PAGE 2

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT, *NB*
SENIOR BUYER

PHONE: (517) 757-4046

DELPHI
Automotive Systems

LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG901431
ALTERATION 5692

ORDER ISSUE DATE: 07/27/00
AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CO IA S
F.O.B.			VIA	

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
PCS		TO BLUEPRINT REV. 010 DATED 4/29/97 PER CHART REV. 010 DTD 4/29/97 ACTIVE		
		ACT 2400 75000 TAX 4F WEEKLY CAP 7000 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26057170	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 7/13/95 PER CHART REV. 001 DTD 7/13/95 ACTIVE	.0995	P
		ACT 2400 75000 TAX 4F WEEKLY CAP 850 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26069984	MODULE ASM, LOCK TO BLUEPRINT REV. 002 DATED 12/13/99 PER CHART REV. 002 DTD 12/13/99 INACTIVE	.0995	P
		ACT 2400 75000 TAX 4F WEEKLY CAP 650 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
	26075081	MODULE ASM, LOCK	.074625	P

CONTINUED ON PAGE 3

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
SENIOR BUYER

DELPHI
Automotive Systems

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PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I43
ALTERATION 569

ORDER ISSUE DATE: 07/27/00
AUGUST 14, 2000

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
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ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY
F.O.B.			VIA

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE
PCS		TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 4000 MIN LOT SIZE ***** THE FOLLOWING PRICE EFFECTIVE 7/25/01 *****	
PCS	26075221	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE ACT 2400 75000 TAX 4F WEEKLY CAP 1200 MIN LOT SIZE REF 26036474, 26049449, 26056263, 26057170, 26069984, 26075081, 26075221 PRICE CHANGE EFF 7-25-01 THIS IS NOTIFICATION FOR AWARD OF BUSINESS FOR PART NUMBERS NOT SHOWN AS (ACTIVE). SHIPMENT OF THOSE PARTS AGAINST THIS ORDER IS PROHIBITED UNTIL AN ALTERATION WITH CURRENT BLUE PRINT DATE AND REVISION IS ISSUED, UNLESS OTHERWISE STATED IN THIS ORDER.	.0995

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

N BRYANT,
SENIOR BUYER

PHONE: (517) 757-4046
FAX (517) 757-5983

DELPHI
Automotive Systems

LEGAL COPY
LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4317
ALTERATION 64291

ORDER ISSUE DATE: 07/27/00
JANUARY 8, 2001

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26056263	MODULE ASM, LOCK TO BLUEPRINT REV. 010 DATED 4/29/97 PER CHART REV. 010 DTD 4/29/97 ACTIVE		.0735 P
		ACT 2400 75109 TAX 4F WEEKLY CAP 7000 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 7/25/01	*****	
PCS	26075081	MODULE ASM, LOCK TO BLUEPRINT REV. 001 DATED 12/09/97 PER CHART REV. 001 DTD 12/09/97 ACTIVE		.0735 P
		ACT 2400 75109 TAX 4F WEEKLY CAP 41500 MIN LOT SIZE		
	*****	THE FOLLOWING PRICE EFFECTIVE 11/15/01	*****	
	26093782	MODULE ASM, LOCK		.0735 P

CONTINUED ON PAGE 2

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
BUYER

PHONE: (517) 757-7132
FAX (517) 757-3948

DELPHI
Automotive Systems**PURCHASE ORDER**

LEGAL COPY

SAG90I4317

ALTERATION 64291

LOCATION
SAGINAW STEERING SYSTEMS
AUTOMOTIVE SYSTEMS
E HOLLAND RD.
JAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00
JANUARY 8, 2001

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
3860 E WASHINGTON
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR
F.O.B.			VIA	SA

STATE & LOCAL SALES, 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.
USE TAX CODES
PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
PC		PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 15000 MIN LOT SIZE REF 26056263, 26075081, 26093782 PRICE CHANGE		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING,
BUYER

PHONE: (517) 757-7132
FAX (517) 757-3948

PURCHASING LOCATION

Pg 153 of 269

PURCHASE ORDER

SAG90I431

ALTERATION 6907

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 07/27/00
 APRIL 25, 2001

VENDOR 541928 DUNS 007034445

UNIVERSAL TOOL & EDM
 3860 E WASHINGTON
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CO IA C
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

PERMIT NO 3800440 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNI ME
PC	26086202	<p>THIS ORDER IS EFFECTIVE 7/25/00 AND EXPIRES 12/31/01.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>LOCK HOUSING ASM PURCHASE COMPLETE TO BLUEPRINT REV. 008 DATED 9/25/00 PER CHART REV. 008 DTD 9/25/00 ACTIVE</p> <p>ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE</p> <p>ADD 26086202 EFF 3-22-01</p>	.000001	F

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

L. DUENSING
 BUYER

PHONE: (517) 757-7132
 FAX (517) 757-7079

EXHIBIT G

PURCHASING LOCATION

DELPHI

PURCHASE ORDER

SAG90I4332

ALTERATION 97191

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
 JANUARY 15, 2003

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
EA	26089797	<p>THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>ACTUATOR ASM, TILT PURCHASED COMPLETE TO BLUEPRINT REV. 03A DATED 8/21/02 PER CHART REV. 03A DTD 8/21/02 ACTIVE</p> <p>ACT 2400 75109 TAX 4B</p> <p>ADD 26089797</p>	.00001	EA

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER

PHONE: (989) 757-6009

PURCHASING LOCATION

DELPHI

PURCHASE ORDER

SAG90I4332

ALTERATION 97422

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
 JANUARY 23, 2003

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 USE TAX CODES
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26016960	<p>THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>HOUSING, PUMP TO BLUEPRINT REV. 11E DATED 11/21/01 PER CHART REV. 11E DTD 11/21/01 ACTIVE</p> <p>ACT 2400 75000 TAX 4B</p> <p>ADD 26016960</p>	2.11	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER

PHONE: (989) 757-6009

ORDER ISSUE DATE: 08/10/00
OCTOBER 31, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26063821	THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03. THE FOLLOWING HAS BEEN CHANGED TO READ: ***** THE FOLLOWING PRICE EFFECTIVE 10/01/02 ***** ACTUATOR ASM, JACKSCREW TELE PURCHASED COMPLETE TO BLUEPRINT REV. 20A DATED 7/24/02 PER CHART 26094025 REV. 20A DTD 7/24/02 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE REF: 26063821 PRICE CHANGE	.83	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI
BUYER
PHONE: (989) 757-6009

ORDER ISSUE DATE: 08/10/00
OCTOBER 24, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
USE TAX CODES
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
PC	26086202	THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03. **** THE FOLLOWING HAS BEEN ADDED: **** LOCK HOUSING ASM PURCHASE COMPLETE TO BLUEPRINT REV. 008 DATED 9/25/00 PER CHART REV. 008 DTD 9/25/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE ADD 26086202	.000001	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (989) 757-7126
FAX (989) 757-7079

VENDOR 344874
DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI 48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODI IAR S/
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES
4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
PC	26088811	<div>THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.</div> <div>**** THE FOLLOWING HAS BEEN ADDED: ****</div> <div> MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 12/15/99 PER CHART REV. 001 DTD 12/15/99 ACTIVE </div> <div> ACT 2400 75109 TAX 4B WEEKLY CAP 42500 MIN LOT SIZE </div> <div>ADD 26088811</div>		.084 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER
PHONE: (989) 757-7126
FAX (989) 757-7079

PURCHASE ORDER

SAG90I4332

ALTERATION 76991

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
OCTOBER 24, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
USE TAX CODES
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26093781	<p>THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>LOCK HSG ASM PURCHASE COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE</p> <p>ACT 2400 75109 TAX 4B WEEKLY CAP 100 MIN LOT SIZE</p> <p>REF: 26093781 PRICE CHANGE</p>	.000001	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (989) 757-7126
FAX (989) 757-7079

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDERSAG90I4332
ALTERATION 91799ORDER ISSUE DATE: 08/10/00
AUGUST 8, 2002 *ak*

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO**ATTN: ACCOUNTS PAYABLE****SHIP TO**

**P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26088183	LOCK HOUSING ASM - PASSLOCK II PURCHASE COMPLETE TO BLUEPRINT REV. 01B DATED 4/26/02 PER CHART REV. 01B DTD 4/26/02 ACTIVE ACT 2400 75109 TAX 4B ADD 26088183		.00001 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER
 PHONE: (989) 757-6009

PURCHASING LOCATION

Pg 162 of 269

PURCHASE ORDER

SAG9014332

ALTERATION 91693

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
 AUGUST 6, 2002

GLW

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
PC	26080058	SHIELD ASM, LOWER PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 4/23/99 PER CHART REV. 002 DTD 4/23/99 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE REF: 26080058 CHANGE VERS/OPER	.55	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALSKI
 BUYER

PHONE: (989) 757-8009

PURCHASING LOCATION

Pg 163 of 269

PURCHASE ORDER

SAG901433

ALTERATION 74829

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
 SEPTEMBER 4, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 USE TAX CODES
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 8/09/00	*****	
PC	26045841	HOUSING, HYD PUMP TO BLUEPRINT REV. 11P DATED 4/05/00 PER CHART REV. 11P DTD 4/05/00 ACTIVE	.89	PI
		ACT 2400 75109 TAX 4B WEEKLY CAP 8640 MIN LOT SIZE		
		PRICE WAS INADVERTENTLY CHANGED-PUTTING BACK PRICE PER B.WASHINGTON		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

B. WASHINGTON
 BUYER *B. Washington*
 PHONE: (517) 757-3183
 FAX (989) 757-5983

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4332
 ALTERATION 65938

ORDER ISSUE DATE: 08/10/00
 JANUARY 30, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S
F.O.B.			VIA	

STATE & LOCAL SALES,
 USE TAX CODES

4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26078020	BEARING, ROLLER TO BLUEPRINT REV. 001 DATED 6/09/98 PER CHART REV. 001 DTD 6/09/98 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE ADD 26078020 EFF 1-23-01	.000001	P

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

D. KOWALESKI
 BUYER

PHONE: (517) 757-3183
 FAX (517) 757-5983

05-44481-rdd Doc 9200-1 Filed 08/30/07 Entered 08/30/07 17:56:45 Exhibit 1
 PURCHASING LOCATION DELPHI Automotive Systems Pg 165 of 269
 DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

LEGAL COPY
 PURCHASE ORDER SAG9014332
 ALTERATION 80587

ORDER ISSUE DATE: 08/10/00
 JANUARY 2, 2002 *ar*

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 1/01/02	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE PER C/R 76363 S/R 8897 REF: 26093782 PRICE CHANGE		.154 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (989) 757-7126
 FAX (989) 757-7079

DELPHI
Automotive Systems

LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4332
 ALTERATION 86255

ORDER ISSUE DATE: 08/10/00
 MARCH 21, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
 USE TAX CODES

4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26068133	<p>THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>TOE PLATE TO BLUEPRINT REV. 018 DATED 1/16/97 ACTIVE</p> <p>ACT 2400 75000 TAX 4B</p> <p>TRANSFER FROM BUYER CODE 34 TO 44</p> <p>ADD 26068133</p>	4.95	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER

PHONE: (989) 757-6009

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

DELPHI
 Pg 167 of 269
 Automotive Systems

PURCHASE ORDER

LEGAL COPY

SAG90I4332
 ALTERATION 86253

ORDER ISSUE DATE: 08/10/00
 MARCH 21, 2002

GLW

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 USE TAX CODES
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26068538	<p>THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>SPACER ASM TO BLUEPRINT REV. 013 DATED 12/10/97 PER CHART REV. 013 DTD 12/10/97 ACTIVE</p> <p>ACT 2400 75000 TAX 4B</p> <p>TRANSFER FROM BUYER CODE 34 TO 44</p> <p>ADD 26068538</p>	2.505	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER

PHONE: (989) 757-6009

ORDER ISSUE DATE: 08/10/00
FEBRUARY 27, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 2/27/02	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE PRICE REDUCTION FROM \$0.154 REF: 26093782 PRICE CHG		.075 P

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI
BUYER
PHONE: (989) 757-6009

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4332
 ALTERATION 89824

ORDER ISSUE DATE: 08/10/00
 JUNE 11, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO**ATTN: ACCOUNTS PAYABLE****SHIP TO**

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 USE TAX CODES PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 1/01/02	*****	
PC	26016962	HOUSING ASM, BALL & PURCHASED COMPLETE TO BLUEPRINT REV. 11A DATED 10/10/01 PER CHART REV. 11A DTD 10/10/01 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE	2.11	PC
	*****	THE FOLLOWING PRICE EFFECTIVE 1/01/02	*****	
PC	26016963	HOUSING, HYD PUMP TO BLUEPRINT REV. 07A DATED 10/10/01 PER CHART REV. 07A DTD 10/10/01 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE	2.11	PC
	*****	THE FOLLOWING PRICE EFFECTIVE 1/01/02	*****	
	26022874	HOUSING, HYD PUMP	2.11	P

CONTINUED ON PAGE 2

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI
 BUYER

PHONE: (989) 757-6009

ING LOCATION

DELPHI
Pg 170 of 269

PURCHASE ORDER

SAG90I4332

ALTERATION 89824

ORDER ISSUE DATE: 08/10/00
JUNE 11, 2002

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
USE TAX CODES
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC		TO BLUEPRINT REV. 11A DATED 10/10/01 PER CHART REV. 11A DTD 10/10/01 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE PRICE CHANGES		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
BUYER

PHONE: (989) 757-6009

DELPHI
Automotive Systems

LEGAL COPY

SAGINAW LOCATION

PURCHASE ORDER

SAG9014332
ALTERATION 89825DELPHI SAGINAW STEERING SYSTEMS
DELPHI CORPORATION
900 E HOLLAND RD.
SAGINAW, MI 48601-9494ORDER ISSUE DATE: 08/10/00
JUNE 11, 2002

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
USE TAX CODES PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
		***** THE FOLLOWING PRICE EFFECTIVE 1/01/02 *****		
PC	26055479	HOUSING, HYD PUMP TO BLUEPRINT REV. 10A DATED 10/09/01 PER CHART REV. 10A DTD 10/09/01 ACTIVE	2.11	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE		
		***** THE FOLLOWING PRICE EFFECTIVE 1/01/02 *****		
PC	26055502	HOUSING ASM, BALL TO BLUEPRINT REV. 09A DATED 10/09/01 PER CHART REV. 09A DTD 10/09/01 ACTIVE	2.11	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE		
		PRICE CHANGES		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.DALE KOWALESKI,
BUYER

PHONE: (989) 757-6009

ING LOCATION

Pg 172 of 269

PURCHASE ORDER

SAG90I4332
ALTERATION 89826

PHI SAGINAW STEERING SYSTEMS
PHI CORPORATION
900 E HOLLAND RD.
SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
JUNE 11, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODI IAR S/
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
USE TAX CODES
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 10/01/01	*****	
PC	26038672	HOUSING, HYD. PUMP TO BLUEPRINT REV. 018 DATED 10/16/96 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 8640 MIN LOT SIZE REF: 26038672 PRICE CHANGE	2.11	P

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
BUYER

PHONE: (989) 757-6009

05-44481-rdd Doc 9200-1 Filed 08/30/07 Entered 08/30/07 17:56:45 Exhibit 1
PURCHASING LOCATION DELPHI AUTOMOTIVE SYSTEMS Pg 173 of 269
DELPHI SAGINAW STEERING SYSTEMS
DELPHI CORPORATION
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494
PURCHASE ORDER
LEGAL COPY
SAG9014332
ALTERATION 90042
ORDER ISSUE DATE: 08/10/00
JUNE 17, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 4/01/02	*****	
PC	26055502	HOUSING ASM, BALL TO BLUEPRINT REV. 09A DATED 10/09/01 PER CHART REV. 09A DTD 10/09/01 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE ADJUST PRICE ON EFFECTIVE DATES PREVIOUSLY ESTABLISHED FOR THIS PART#. REF: 26055502 PRICE CHANGE		2.11 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
BUYER
PHONE: (989) 757-6009

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO	
ATTN: ACCOUNTS PAYABLE	
SHIP TO	

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
EA	26089797	<p>THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>ACTUATOR ASM, TILT PURCHASED COMPLETE TO BLUEPRINT REV. 03A DATED 8/21/02 PER CHART REV. 03A DTD 8/21/02 ACTIVE</p> <p>ACT 2400 75109 TAX 4B</p> <p>ADD 26089797</p>	.00001	EA

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER
 PHONE: (989) 757-6009

PURCHASING LOCATION

DELPHI

PURCHASE ORDER

SAG90I4332

ALTERATION 97422

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
 JANUARY 23, 2003

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 USE TAX CODES
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26016960	<p>THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>HOUSING, PUMP TO BLUEPRINT REV. 11E DATED 11/21/01 PER CHART REV. 11E DTD 11/21/01 ACTIVE</p> <p>ACT 2400 75000 TAX 4B</p> <p>ADD 26016960</p>	2.11	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER

PHONE: (989) 757-6009

ORDER ISSUE DATE: 08/10/00
OCTOBER 31, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26063821	THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03. THE FOLLOWING HAS BEEN CHANGED TO READ: ***** THE FOLLOWING PRICE EFFECTIVE 10/01/02 ***** ACTUATOR ASM, JACKSCREW TELE PURCHASED COMPLETE TO BLUEPRINT REV. 20A DATED 7/24/02 PER CHART 26094025 REV. 20A DTD 7/24/02 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE REF: 26063821 PRICE CHANGE	.83	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI
BUYER
PHONE: (989) 757-6009

ORDER ISSUE DATE: 08/10/00
OCTOBER 24, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
USE TAX CODES PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
PC	26086202	THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03. **** THE FOLLOWING HAS BEEN ADDED: **** LOCK HOUSING ASM PURCHASE COMPLETE TO BLUEPRINT REV. 008 DATED 9/25/00 PER CHART REV. 008 DTD 9/25/00 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE ADD 26086202	.000001	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (989) 757-7126
FAX (989) 757-7079

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
OCTOBER 24, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODI IAR S/
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
PC	26088811	THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03. **** THE FOLLOWING HAS BEEN ADDED: **** MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 001 DATED 12/15/99 PER CHART REV. 001 DTD 12/15/99 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 42500 MIN LOT SIZE ADD 26088811		.084 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (989) 757-7126
FAX (989) 757-7079

PURCHASE ORDER

SAG90I4332

ALTERATION 76991

DELPHI SAGINAW STEERING SYSTEMS
DELPHI AUTOMOTIVE SYSTEMS
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
OCTOBER 24, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
USE TAX CODES
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26093781	THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03. **** THE FOLLOWING HAS BEEN ADDED: **** LOCK HSG ASM PURCHASE COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 100 MIN LOT SIZE REF: 26093781 PRICE CHANGE	.000001	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
BUYER

PHONE: (989) 757-7126
FAX (989) 757-7079

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDERSAG90I4332
ALTERATION 91799ORDER ISSUE DATE: 08/10/00
AUGUST 8, 2002 *ak*

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO**ATTN: ACCOUNTS PAYABLE****SHIP TO**

**P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).**

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26088183	LOCK HOUSING ASM - PASSLOCK II PURCHASE COMPLETE TO BLUEPRINT REV. 01B DATED 4/26/02 PER CHART REV. 01B DTD 4/26/02 ACTIVE ACT 2400 75109 TAX 4B ADD 26088183		.00001 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER
 PHONE: (989) 757-6009

PURCHASING LOCATION

Pg 181 of 269

PURCHASE ORDER

SAG9014332

ALTERATION 91693

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
 AUGUST 6, 2002

GLW

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
PC	26080058	SHIELD ASM, LOWER PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 4/23/99 PER CHART REV. 002 DTD 4/23/99 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE REF: 26080058 CHANGE VERS/OPER	.55	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI
 BUYER

PHONE: (989) 757-8009

PURCHASING LOCATION

Pg 182 of 269

PURCHASE ORDER

SAG901433

ALTERATION 74829

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
 SEPTEMBER 4, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
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DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S/
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 USE TAX CODES
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 8/09/00	*****	
PC	26045841	HOUSING, HYD PUMP TO BLUEPRINT REV. 11P DATED 4/05/00 PER CHART REV. 11P DTD 4/05/00 ACTIVE	.89	PC
		ACT 2400 75109 TAX 4B WEEKLY CAP 8640 MIN LOT SIZE		
		PRICE WAS INADVERTENTLY CHANGED-PUTTING BACK PRICE PER B.WASHINGTON		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

B. WASHINGTON
 BUYER *B. Washington*
 PHONE: (517) 757-3183
 FAX (989) 757-5983

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4332
 ALTERATION 65938

ORDER ISSUE DATE: 08/10/00
 JANUARY 30, 2001

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S
F.O.B.			VIA	

STATE & LOCAL SALES,
 USE TAX CODES

4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEA
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		**** THE FOLLOWING HAS BEEN ADDED: ****		
PC	26078020	BEARING, ROLLER TO BLUEPRINT REV. 001 DATED 6/09/98 PER CHART REV. 001 DTD 6/09/98 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 100 MIN LOT SIZE ADD 26078020 EFF 1-23-01	.000001	P

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

D. KOWALESKI
 BUYER

PHONE: (517) 757-3183
 FAX (517) 757-5983

05-44481-rdd Doc 9200-1 Filed 08/30/07 Entered 08/30/07 17:56:45 Exhibit 1
 PURCHASING LOCATION DELPHI Automotive Systems Pg 184 of 269
 DELPHI SAGINAW STEERING SYSTEMS
 DELPHI AUTOMOTIVE SYSTEMS
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

LEGAL COPY
 PURCHASE ORDER SAG9014332
 ALTERATION 80587

ORDER ISSUE DATE: 08/10/00
 JANUARY 2, 2002 *ar*

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 USE TAX CODES PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 1/01/02	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE PER C/R 76363 S/R 8897 REF: 26093782 PRICE CHANGE		.154 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

WOOD, J.
 BUYER

PHONE: (989) 757-7126
 FAX (989) 757-7079

DELPHI
Automotive Systems

LEGAL COPY

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4332
 ALTERATION 86255

ORDER ISSUE DATE: 08/10/00
 MARCH 21, 2002

INVOICE TO

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26068133	<p>THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>TOE PLATE TO BLUEPRINT REV. 018 DATED 1/16/97 ACTIVE</p> <p>ACT 2400 75000 TAX 4B</p> <p>TRANSFER FROM BUYER CODE 34 TO 44</p> <p>ADD 26068133</p>	4.95	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER

PHONE: (989) 757-6009

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

DELPHI
 Pg 186 of 269
 Automotive Systems

PURCHASE ORDER

LEGAL COPY

SAG90I4332
 ALTERATION 86253

ORDER ISSUE DATE: 08/10/00
 MARCH 21, 2002

GLW

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
 PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 USE TAX CODES
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC	26068538	<p>THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.</p> <p>**** THE FOLLOWING HAS BEEN ADDED: ****</p> <p>SPACER ASM TO BLUEPRINT REV. 013 DATED 12/10/97 PER CHART REV. 013 DTD 12/10/97 ACTIVE</p> <p>ACT 2400 75000 TAX 4B</p> <p>TRANSFER FROM BUYER CODE 34 TO 44</p> <p>ADD 26068538</p>	2.505	PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER

PHONE: (989) 757-6009

05-44481-rdd Doc 9200-1 Filed 08/30/07 Entered 08/30/07 17:56:45 Exhibit 1 **LEGAL COPY**
PURCHASING LOCATION DELPHI SAGINAW STEERING SYSTEMS SAG9014332
 DELPHI AUTOMOTIVE SYSTEMS ALTERATION 84901
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
 FEBRUARY 27, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	COD IAR S
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 2/27/02	*****	
PC	26093782	MODULE ASM, LOCK PURCHASED COMPLETE TO BLUEPRINT REV. 002 DATED 8/23/00 PER CHART REV. 002 DTD 8/23/00 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE PRICE REDUCTION FROM \$0.154 REF: 26093782 PRICE CHG		.075 P

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI
 BUYER
 PHONE: (989) 757-6009

PURCHASING LOCATION

DELPHI SAGINAW STEERING SYSTEMS
DELPHI CORPORATION
3900 E HOLLAND RD.
SAGINAW, MI 48601-9494

PURCHASE ORDER

SAG90I4332
ALTERATION 89824

ORDER ISSUE DATE: 08/10/00
JUNE 11, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODE IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES,
USE TAX CODES

4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
		***** THE FOLLOWING PRICE EFFECTIVE 1/01/02 *****		
PC	26016962	HOUSING ASM, BALL & PURCHASED COMPLETE TO BLUEPRINT REV. 11A DATED 10/10/01 PER CHART REV. 11A DTD 10/10/01 ACTIVE	2.11	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE		
		***** THE FOLLOWING PRICE EFFECTIVE 1/01/02 *****		
PC	26016963	HOUSING, HYD PUMP TO BLUEPRINT REV. 07A DATED 10/10/01 PER CHART REV. 07A DTD 10/10/01 ACTIVE	2.11	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE		
		***** THE FOLLOWING PRICE EFFECTIVE 1/01/02 *****		
	26022874	HOUSING, HYD PUMP	2.11	P

CONTINUED ON PAGE 2

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI
BUYER

PHONE: (989) 757-6009

ING LOCATION

DELPHI
Pg 159 of 269

PURCHASE ORDER

SAG90I4332

ALTERATION 89824

ORDER ISSUE DATE: 08/10/00
JUNE 11, 2002

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
USE TAX CODES
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
PC		TO BLUEPRINT REV. 11A DATED 10/10/01 PER CHART REV. 11A DTD 10/10/01 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE PRICE CHANGES		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.DALE KOWALESKI,
BUYER

PHONE: (989) 757-6009

DELPHI
Automotive Systems

LEGAL COPY

SAGINAW LOCATION

PURCHASE ORDER

SAG90I4332
ALTERATION 89825DELPHI SAGINAW STEERING SYSTEMS
DELPHI CORPORATION
900 E HOLLAND RD.
SAGINAW, MI 48601-9494ORDER ISSUE DATE: 08/10/00
JUNE 11, 2002

INVOICE TO

VENDOR 344874 DUNS 144230695

ATTN: ACCOUNTS PAYABLE

SHIP TO

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
USE TAX CODES
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
		***** THE FOLLOWING PRICE EFFECTIVE 1/01/02 *****		
PC	26055479	HOUSING, HYD PUMP TO BLUEPRINT REV. 10A DATED 10/09/01 PER CHART REV. 10A DTD 10/09/01 ACTIVE	2.11	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE		
		***** THE FOLLOWING PRICE EFFECTIVE 1/01/02 *****		
PC	26055502	HOUSING ASM, BALL TO BLUEPRINT REV. 09A DATED 10/09/01 PER CHART REV. 09A DTD 10/09/01 ACTIVE	2.11	PC
		ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE		
		PRICE CHANGES		

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.DALE KOWALESKI,
BUYER

PHONE: (989) 757-6009

ING LOCATION

Pg 191 of 269

PURCHASE ORDER

SAG90I4332
ALTERATION 89826

PHI SAGINAW STEERING SYSTEMS
PHI CORPORATION
900 E HOLLAND RD.
SAGINAW, MI 48601-9494

ORDER ISSUE DATE: 08/10/00
JUNE 11, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
225 E MORLEY
SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS,
PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS.
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODI IAR S/
F.O.B.			VIA	

STATE & LOCAL SALES, 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
USE TAX CODES
PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 10/01/01	*****	
PC	26038672	HOUSING, HYD. PUMP TO BLUEPRINT REV. 018 DATED 10/16/96 ACTIVE ACT 2400 75109 TAX 4B WEEKLY CAP 8640 MIN LOT SIZE REF: 26038672 PRICE CHANGE	2.11	P

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
BUYER

PHONE: (989) 757-6009

05-44481-rdd Doc 9200-1 Filed 08/30/07 Entered 08/30/07 17:56:45 Exhibit 1
 PURCHASING LOCATION DELPHI SAGINAW STEERING SYSTEMS
 DELPHI CORPORATION
 3900 E HOLLAND RD.
 SAGINAW, MI 48601-9494

LEGAL COPY
 SAG9014332
 ALTERATION 90042

PURCHASE ORDER

ORDER ISSUE DATE: 08/10/00
 JUNE 17, 2002

VENDOR 344874 DUNS 144230695

H E SERVICES CO
 225 E MORLEY
 SAGINAW MI

48601

INVOICE TO

ATTN: ACCOUNTS PAYABLE

SHIP TO

P.O. NUMBER (AND RELEASE NUMBER, IF APPLICABLE) MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES AND BILLS OF LADING. ITEM CODE NUMBERS MUST APPEAR ON ALL INVOICES AND PACKING SLIPS. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE NAME SHOWN AT BOTTOM OF P.O. (OR RELEASE).

DATE REQUIRED	DATE PROMISED	TERMS	REC. DEPT. NOTIFY	CODES IAR SA
F.O.B.			VIA	

STATE & LOCAL SALES, USE TAX CODES 4F-DO NOT BILL TAX. BUYER HAS A DIRECT PAY PERMIT.
 PERMIT NO 3800440 4B-NOT TAXABLE - FOR INDUSTRIAL PROCESSING.

QUANTITY	ITEM CODE NO.	DESCRIPTION	UNIT PRICE	UNIT MEAS.
		THIS ORDER IS EFFECTIVE 8/09/00 AND EXPIRES 12/31/03.		
		THE FOLLOWING HAS BEEN CHANGED TO READ:		
	*****	THE FOLLOWING PRICE EFFECTIVE 4/01/02	*****	
PC	26055502	HOUSING ASM, BALL TO BLUEPRINT REV. 09A DATED 10/09/01 PER CHART REV. 09A DTD 10/09/01 ACTIVE ACT 2400 75000 TAX 4B WEEKLY CAP 999999 MIN LOT SIZE ADJUST PRICE ON EFFECTIVE DATES PREVIOUSLY ESTABLISHED FOR THIS PART#. REF: 26055502 PRICE CHANGE		2.11 PC

THIS IS NOT AN ORDER BUT CHANGES OR AMENDS
 PURCHASE ORDER NOW IN YOUR POSSESSION.

DALE KOWALESKI,
 BUYER
 PHONE: (989) 757-6009

EXHIBIT H

Buyer: Jodi Wood (36)
GS #11072

P/N Various Linear Shift Assemblies

PROGRAM INFORMATION

Model Year/Car Body: 2002 GMT 800 & various other applications
Cost Book: Current Prices \$0 (Tooling)
APV/TPV: \$4,824,724
PPAP: NA
SOP: 01JA02

PRODUCT BACKGROUND

Negotiations with current supplier did not result in initial savings, last right of refusal was given and supplier answered the targets.

Business Team requires that the source be local.

Selected supplier would eventually purchase all components currently consigned and Delphi will purchase final assembly only.

STRATEGY

Keep business local and provide same quality and technical expertise.

Link and Leverage future business with Euclid for additional savings

RECOMMENDATION

Supplier: Euclid Industries @ 27.1 – 3 – 3 - 3

Current/primary supplier of Linear Shift assemblies to Delphi

qu ①

RECOMMENDATION SUMMARY

Buyer Name:

WOOD, JODI

Reporting Date: 13-Mar-2002 12:26:44

Activity/RFQ Project ID:

11072

Activity Type:

GLOBAL SOURCING

Total NPV:

10,117,453

Currency:

USD

Year	Comparison APV (first 12 months only)	Recommended APV (first 12 months only)	Calendar Year Savings (Parts only)	Tooting Cost of Control	Savings % (Parts only)
2002	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
2003			REDACTED		
2004			REDACTED		
2005			REDACTED		
Totals	REDACTED	REDACTED	REDACTED		

Recommended Supplier Name	PPM	Recommended Supplier	Assigned Supplier	Part Number	Part Description
DUNS Number					
EUCLID INDUSTRIES INC	21	N/A	QS 9000	12	26051958MA999, 26057528MA999, 26063900MA020, 26064241MA999, 26075696MA999, 26077203MA999, 26078761MA999, 26080971MA999, 26089928MA999,
051506467			07-Jan-2003		

Recommended Contract Type	Region	Division
	N	DSSS

Buyer

Divisional Purchasing Director

Regional Purchasing Director

DGP Commodity Director

Pat Murtagh

Divisional Supplier Quality

Divisional Production Control

Divisional Engineer

Commodity Team Leader/Manager

Christina Garcon

CONDITIONAL

UPON TIME PLAN TO HAVE EUCLID OBTAIN COMPONENTS THEMSELVES

DELPHI CONFIDENTIAL

Reporting Date: 13-Mar-2002 12:23:14

All prices are expressed in the Receiving Country Currency

Supplier Name DUNS Number	SIC Code	Quantity	Unit Price	Total Price	Tax	Net Price	Purchase Value	NPV	Period 1 Savings
SKILLED MANUFACTURING INC 122000912 / Round 3	US			0.0,0.0					
HE SERVICES CO 081546298 / Round 4	US USD	REDACTED	REDACTED	REDACTED			REDACTED	REDACTED	
EUCILID INDUSTRIES INC 051506467 / Round 4	US USD	REDACTED	REDACTED	REDACTED			REDACTED	REDACTED	
MEANS INDUSTRIES INC 057693145 / Round 4	US USD	REDACTED	REDACTED	REDACTED			REDACTED	REDACTED	

EXHIBIT I

Reporting Date: 04-Oct-2002 14:50:37

RECOMMENDATION SUMMARY

Buyer Name: KOWALESKI, DALE

Activity/RFQ Project ID: 59725

Activity Type: ADVANCE PURCHASING

Total Cost (NPV): 90,416

Currency: USD

Year	Comparison APV	Recommended APV	Calendar Year Savings (Parts only)	Tooling Cost < or = Costbook	Savings % (Parts only)
2002					
2003	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
2004					
2005					
2006					
Totals					

Recommended Supplier Name/ DUNS Number	PPM	Top Problem Supplier	QS9000 Status/ Date	# Parts Recomm- ended	Part Numbers
MANCELONA MANUFACTURING INC 937511681	122	NO	QS9000 13-Nov-2003	1	26100244

Recommended Contract Types	Regions	Divisions
Long Term	N	DSSS

Dale Kowaleski
Buyer

Divisional Purchasing Director

Regional Purchasing Director

DGP Commodity Director

Paul C. Bryant
Divisional Supplier Quality

Divisional Production Control

Divisional Engineer

Commodity Team Leader/Manager

11/7/02

250002

EXHIBIT J

REQUEST NUMBER:
BUYER NAME:

PART NUMBER: 26100242

DECISION DATE:

CURRENT PRICE:

RECOMMENDATION SUMMARY

Reporting Date: 03-Oct-2002 15:33:24

Buyer Name: KOWALESKI, DALE

Activity/RFQ Project ID: 59562

Activity Type: ADVANCE PURCHASING

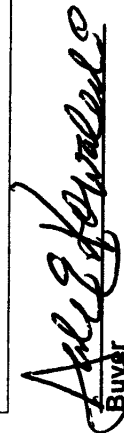
Total Cost (NPV): 89,431

Currency: USD

Year	Comparison APV	Recommended APV	Calendar Year Savings (Parts only)	Tooling Cost < or = Costbook	Savings % (Parts only)
2002					
2003	REDACTED	REDACTED	REDACTED		REDACTED
2004					
2005					
2006					
Totals					

Recommended Supplier Name/ DUNS Number	PPM	Top Problem Supplier	QS9000 Status/ Date	# Parts Recomm- ended	Part Numbers
MANCELONA MANUFACTURING INC 937511681	122	NO	QS9000 13-Nov-2003	1	26100242

Recommended Contract Types	Regions	Divisions
	N	DSSS


Buyer

Divisional Purchasing Director

Regional Purchasing Director

DGP Commodity Director


Divisional Supplier Quality

Divisional Production Control

Divisional Engineer

Commodity Team Leader/Manager

11/7/02

28002

EXHIBIT K

REQUEST NUMBER:

BUYER NAME: DALE E. KOWALESKI

PART NUMBER:

26100243

DECISION DATE:

PART NAME: Motor Bracket Assembly

CURRENT PRICE:**FINAL TARGET PRICE:**

Reporting Date: 04-Oct-2002 13:06:47

RECOMMENDATION SUMMARY

Buyer Name: KOWALESKI, DALE
Activity/RFQ Project ID: 59681
Activity Type: ADVANCE PURCHASING
Total Cost (NPV): 85,515
Currency: USD

Year	Comparison APV	Recommended APV	Calendar Year Savings (Parts only)	Tooling Cost < or = Costbook	Savings % (Parts only)
2002					
2003					
2004	REDACTED				
2005		REDACTED			
2006			REDACTED		
Totals				REDACTED	

Recommended Supplier Name/ DUNS Number	PPM	Top Problem Supplier	QS9000 Status/ Date	# Parts Recomm- ended	Part Numbers
MANCELONA MANUFACTURING INC 937511681	122	NO	QS9000 13-Nov-2003	1	26100243

Recommended Contract Types	Regions	Divisions
Long Term	N	DSSS

[Signature]
Buyer

Divisional Purchasing Director

Regional Purchasing Director

DGP Commodity Director

[Signature]
Divisional Supplier Quality

Divisional Production Control

Divisional Engineer

Commodity Team Leader/Manager

11/1/02

250002

EXHIBIT L



H.E. SERVICES • 5117 S. DORT HWY • FLINT, MI 48507 • (810) 743-4900 • FAX (810) 743-8400

September 4, 2001

Delphi Saginaw Steering Systems
3900 Holland Rd.
Saginaw, MI 48601
Attention: Mr. Duane Bolinger
Director of Purchasing

Dear Duane,

As of the present date, H.E. Services continues to support Delphi in their technical support requirements to assist in their operational objectives. As a supplier to Delphi for fifteen years and one of the largest minority owned business enterprises in the Delphi supplier base, we are thankful for the many opportunities we have been provided.

As you are well aware, we have gone through tremendous changes to address Delphi's need to improve profitability. H.E. Services has been forced to close operations, sell off equipment, reduce staff and implement an extreme austerity plan that is in its eighth phase totaling annualized cost cutting to exceed \$3,360,000.

In addition to the above, ownership has infused an additional amount exceeding \$1,000,000 to help ensure near-term continuation of our operations. Even with the above extreme changes, we have shown a loss for fifteen straight months totaling \$1,681,901.

Our intent was, and still is, to execute a recovery action plan that provides you, our primary customer, with "Win-Win" opportunities. This plan was presented and initiated with positive verbal conversation with you and your staff, but with little results to date.

The following is a brief status of these "Win-Win" opportunities:

Side Covers

We have quoted competitively (we are told) on the 670 Left Hand Side Covers to allow for a 'win-win' opportunity". H.E. Services has machined, to date, an average of about 40% of the quoted volume of 1,400 parts per day and there is a need for approximately 1,800 per day. Awarding the additional quantities to H.E. Services will help us recover our losses we have taken on this program. Delphi wins because H.E. Services is the best supplier of Side Covers with a perfect record on both delivery and quality at a competitive price.

-2-

Level II Containment and Sorting

We are an outstanding source for sorting and level II containment with superior qualifications to provide your organization with the level of quality assurance that Delphi should demand. We have recently provided Steve Dawe with an outline of our qualifications (copy attached) to compare to any other source and had suggested that the standards for qualification to engage in this business be comparable to ours. H.E. Services, as history suggests, has always reacted in record time to making available the necessary resources required to perform the job, including securing buildings for additional floor-space as required.

Shift Bowls

We have recently been advised that we will not be awarded a P.O. for the machining of shift bowls.

Trunnion, Spacer, and Bearing Holder

We have resubmitted a quote on the GMX270 Trunnion, Spacer, and Bearing Holder and have received a technical review package in preparation for a technical review meeting to be held on September 6, 2001.

Prototype Operations

We have received an RFQ, which will allow us to submit our ideas for improving the effectiveness and efficiency of this important activity. We are looking forward to discussing this proposal with your people.

Cost Bridging

Finally, the opportunity to allow us to cost bridge per the Delphi mentorship program for minority owned business enterprises would provide a win-win opportunity with respect to maintaining your low cost objectives. Our Ancon Prototype and Machine (Vendor no. 608814059) and Universal Tool and EDM (Vendor no. 00-703-4445) are fully QS9000 certified with the outstanding track record of delivery, quality and the highest technology in machine tool provisions. The 'Bridge Solution' is attached per the MBE mentorship program at Delphi.

It is my hope that all of these mutual beneficial opportunities can be initiated to allow us to maintain our excellent relationship and continued business viability. Please contact me upon your availability to further discuss the contents of this letter.

Sincerely yours,



Robert L. Backie - CEO

Cc: Mr. Ray Campbell

EXHIBIT M



H.E. SERVICES • 225 E. MORLEY DR. • SAGINAW, MI 48601 • (989) 753-9015 • FAX (989) 753-7703

November 28, 2001

Mr. Steve Dawe, Purchasing Dept.
Delphi Automotive
3900 Holland Rd.
Saginaw, Michigan 48601

Dear Steve,

In the past few months, we have continued to institute cost reduction measures in the form of reduced direct and indirect labor, material cost reductions, and improvements in efficiency. The results of these efforts are starting to pay off and we recorded a profit in the month of October. We have additional improvement measures in the planning stages and we fully expect this cost reduction trend to continue.

During this past year we have increased our customer base and have taken on new business in various sectors of our company. This diversification has strengthened our company and will continue to pay off as we go forward.

Our outlook for the short and long term is positive. However, until the general economy picks up we will not realize the profit levels that we had previously projected. Our employee moral is high and we are all feeling positive that we will continue to maintain our business position in the automotive business community and continue our companies growth pattern of the past 15 years.

The linear shift program is a perfect fit for our Flint facility and will have a very positive impact in spreading the fixed cost thus allowing this facility to make a major contribution to the company's bottom line. We are requesting that you award this business to H.E. Services and allow us to utilize the manufacturing floor space that we had reserved for our manufacturing expansion plans with your company.

I have attached a copy of a letter dated Oct. 24th, which addresses the TechCentral/ H.E. Services relationship. As you can see in the letter, these are two separate companies.

If you have need of additional information please feel free to contact me.

Regards,

Joseph A. Stearns
VP Engineering and Manufacturing

Attachment:

EXHIBIT N

DELPHI

Automotive Systems

PRODUCTION PROCESS REVIEW

Appendix 39

Supplier: <u>Universal Tool (HE)</u>	Part Number(s): <u>26056263, 26093782</u> <u>26088811, 26075081 - Lock modules</u>
SQE: <u>Agil Chernel</u>	Date: <u>March 22, 02</u>

**** USE OPEN ISSUES LIST TO DOCUMENT ACTION ITEMS ****

Process Observations

- Y ☒ N ☐ 1. Is the product being manufactured at the production site using the production tooling, gaging, process, materials, operators, environment, and process settings?
Comments: _____
- Y ☒ N ☐ 2. Are good housekeeping practices being followed? Is the work place properly configured (adequate lighting, space, etc.)? Comments: Lighting not good on factory floor

Quality Documents

- Y ☐ N ☒ 3. Does the actual process flow agree with the process flow diagram? Comments: _____
- Y ☐ N ☒ 4. Are operator instructions/visual controls available and adhered to at each work station? NOT POSTED
Comments: Operator Instructions were posted and ~~the~~ however
WFF need- updated Parts list / B/P's and Visual aids are needed for operator
Ref'd Mac'l added in order for operators to be assured they are building correct
clean containers part No's. II U
+ tagging added
5. Are work instructions available for the following:
(For additional detail, see optional 'Work Instruction' section)
- Y ☐ N ☒ Start/Stop: (Explains how to start up run and shutdown equipment safely)
 - Y ☒ N ☐ Run: (Standardized method of performing work)
 - Y ☐ N ☒ Setup/Changeover: (Requirements for set-up, changeover and start/end of shift)
 - Y ☐ N ☒ Control & Gaging: (Control checks for 'important' product and process characteristics)
- Comments: no gaging req'd - no machines, no
Change over as in machines
B) operators did not know how to tell if correct part
if were being built - not to test B/P's & Build sheets vis
all operators were signed off on job Instructions

- Y ☒ N ☐ 6. Is the production process control plan (or equivalent) easily accessible to operators?
Comments: but operators don't know where they are
- Y ☒ N ☐ 7. Does production process control plan relate to the process flow diagram and PFMEA? (i.e. Is the process control plan numerically sequenced to the process flow diagram and PFMEA?)
Comments: Control Plan needs updating on some of the verbiage
- Y ☒ N ☐ 8. Does the production process control plan agree with the actual process? (i.e. Is the control plan being followed?) Comments: in some cases the Control Plan is better than the better standard the work content than the work instructions
- Y ☒ N ☐ 9. Do production part checks and statistical monitoring take place and properly recorded as outlined on the process control plan? Comments: There is no SPC requirements in this process
- Y ☐ N/A ☒ 10. Is process capability data maintained and regularly updated as required for KPC's?
Comments: Not a requirement
 - Is it readily available? N/A / NR
 - How current is it? N/A / NR
 - Is the process in control ($Ppk \geq 1.67$ Short Term, $Cpk \geq 1.33$ Long Term)? N/A / NR
- Y ☐ N/A ☒ 11. Does the statistical data make sense (Reasonable control limits, normal variation, common cause vs. special cause)? Comments: N/A / NR
- Y ☐ N/A ☒ 12. Are measurement devices properly calibrated? Comments: N/A / NR
- Y ☒ N ☐ 13. Is the process control plan sufficient to effectively meet the design record requirements? (KPC's, customer interface dimensions) Comments:
- Y ☐ N ☒ 14. Are High RPN potential failure modes, as identified in the PFMEA, addressed through error-proofing equipment or documented in the control plan? Comments: not addressed by error proofing - but addressed thru mpm double
- Y ☒ N ☐ 15. Is there proper lot traceability/identification of all material? (in-process and final labeling, packaging, shipping) Comments:
- Y ☒ N ☐ 16. Can the parts run since the last good check be traced to the producing shift and operation to prevent reoccurrence? Comments:

Need to
switch to 7 Step

CFO Mark \leftrightarrow Joel called
to discuss the
problem @ 1:05 P.M.

Gage Control/Error Proofing

- Y ___ N A 17. Does a calibration control system for manual gages exist? Comments: _____
- Y ___ N A 18. For automatic inspection stations, does a verification / calibration plan exist? Comments: _____
- Y ___ N A 19. Is there evidence of compliance? Comments: _____
- Y ___ N A 20. Are gages labeled with calibration status? Comments: _____
- Y ___ N A 21. Are the required gages available at the point of use? Comments: _____
- Y ___ N A 22. Are they easy to use repetitively? Comments: _____
- Y ___ N A 23. Do gages have adequate repeatability and discrimination (Gage R & R)? Comments: _____
- Y ___ N A 24. Are variable gages used where necessary (i.e. KPC's) for tracking common cause variation?
Are attribute gages used where appropriate (i.e. 100% containment of special cause variation)?
Comments: _____
- Y ✓ N ___ 25. Is error-proofing employed and implemented according to the PFMEA and process control plan? Comments: Error proofed fixture's
- Y ✓ N ___ 26. Does the machine logic prevent non-conforming parts from reaching subsequent operations (is it effective)? Comments: no machines / however error proofed fixtures are in place
- Y ✓ N ✓ 27. Are error proofing devices checked periodically for proper function? Comments: recommendation - fixture lay out should
- Y ___ N ___ 28. Are Error Proof verification masters included? Comments: be performed @ a frequency of E/6mc
- Y ___ N ✓ 29. Are the error proofing devices re-verified following P.M., etc. and is the frequency of error proof verification identified in the work instruction? Comments: Needs to be write P.M. w/ instruction and enforce

Handling of Reject/Suspect Material

- Y ☒ N ☐ 30. Does the process control plan contain a reaction plan for nonconformances? Comments: See last section of C/P
- Y ☒ N ☐ 31. Does the reaction plan have containment and corrective actions? Comments: Corrective Actions must be addressed three 5 phase, PRR's, 7-Step Corrective Action
- Y ☒ N ☐ 32. When a part out of spec/control limits is identified as a result of the Control Plan, Pre-Control or SPC, is this condition properly managed within the organization (Action Plans, Assigned Responsibility, Progress Monitoring, and Containment)?
* Comments: Ref. Procedure # [QSP127]
- Y ☒ N ☐ 33. Do problems, including out of spec./control limits, quickly get communicated to people that can help? Comments: Ref. 5 phase In Book
- Y ☐ N ☒ 34. Does information, including out of spec./out of control conditions, get passed across shifts? Comments: Only runs (1) one shift
- Y ☒ N ☐ 35. Does the support system respond to the operator? Comment: Ref 5 phase
- Y ☒ N ☐ 36. Are controls in place to isolate incoming material until it has been approved? Comments: _____
- Y ☒ N ☐ 37. Are all non-conforming products (in-process and finished) properly quarantined and/or scrapped? Comments: non-conforming is promptly returned to Supplier - not held over 24 hrs. Employee couldn't find the remaining records - No Scrap data
- Y ☐ N ☒ 38. Is the suspect / scrap data recorded? Comments: JAN 5, 02 WAS LAST DATE SHOWN ON Rejects Rec'd - Ref QF 224
- Y ☐ N ☒ 39. Is there evidence that the data is used? Comments: A) purchased on SAG MAKE parts returned
- Y ☒ N ☐ 40. Is it likely that a suspect / scrap part will be reintroduced into the normal process flow? Comments: NO records found to indicate it couldn't be reintroduced - documentation / retention problem - also lack of records - NO organization
- Y ☒ N ☐ 41. Are suspect / scrap containers available at each operation? Comments: However parts were still sitting around out side
- Y ☒ N ☐ 42. Is the use of these containers defined in the operator work instructions? Comments: new work instructions written in Jan 02 defined the containers but the plant never reviewed / signed or posted these instructions they were still sitting in the Book.

need
QSP127

Record
Retention
Problem

Y ___ N ☒ 43. Are the containers properly sized and identified for visual control (color coded, etc.)?

Comments: only 1 one color Red container

Y ___ N ☒ 44. Does the supplier proactively revert to their Early Production Containment Plan should problems arise? Comments:

no documented Evidence

Docum. Control less than desire
has many issues = Lack of Con

Work Instructions (Optional Detail)

45. Work Instruction - Start/Stop

(Explains how to start-up, run, and shutdown equipment safely)

- If Start/Stop procedure is not followed correctly, is there a negative impact on product quality?
- Do they exist? _____
- Do they have the correct content? _____
- Does it tell how to do a 'cold' start-up? _____
- Does it tell how to shut equipment down? _____

N/A - No Machine

46. Work Instruction - Run

(Standardized method of performing work)

- Do they exist? *yes but not current*
- Are they posted in front of the operator? *NO - Central Location*
- For automatic stations, are they posted appropriately? *N/A*
- Do they have correct content? *NO*
- Are they short, simple, and easily understandable? *10 Short/need up dates*

Ref. Quality #4 & 8

47. Work Instruction - Setup/Changeover

(Requirements for set-up, changeover, and start/end of shift)

- Do they exist? _____
- Are they readily available? _____
- Does everyone who needs them know where to find them? _____
- Do they have the correct content? _____
- Are they short, simple, and easily understandable? _____
- Is it identified who is authorized to do what? _____
- Is setup inspection/verification method identified? _____
- Is proper disposal of set-up parts defined? _____
- Do instructions insure correct feeder parts are being assembled? _____

N/A

48. Work Instruction - Control & Gaging

(Control checks for 'important' product and process characteristics)

- Does it exist for both product and process? _____
- Is it posted in front of the operator? _____
- For automatic stations, is it posted appropriately? _____
- Are all required checks included? _____
- Are frequencies appropriate for process capability levels? _____
- Are they short, simple, and easily understandable? _____
- Are responsibilities for checks clearly defined? _____
- For automatic stations, do they tell operator/jobsetter what to do with part(s) in station when auto sequence is interrupted and how to restart? _____
- Is proper disposal of suspect/scrap parts defined for attended and unattended stations? _____

N/A

- Are Error Proof verification checks included? _____

NO

Training (Optional)

49. Is a training plan written and training materials available? Comments: training Materials limited to Work Instructions

50. Are operators, jobsetters, etc. familiar with the training plan? Comments: ask the operation about the training

Plan - he said there is pretty much not one -

51. Is the training formalized? Comments: NO

52. Does the training have suitable content? Comments: NO only short work Instructions & a few Jerald Aid.

53. Does the plan address transfers, absences, etc.? Comments: yes Ref Procedure # QSP-135 - 4.15 & 4.16

54. Does the plan address the need for additional training due to product / process changes or improvements? Comments: NO

55. Does the plan recognize the need for retraining if a trained operator has not run a job in a long time? Comments: NO

Additional Comments/Recommendations

Overall Subjective Ranking:

☒ Red

☐ Yellow

☐ Green

Follow-Up Date: TBD

☐ None Required

PRODUCTION PROCESS REVIEW

RESULTS SUMMARY

SUPPLIER: HE SERVICES Sag.

DATE OF PROCESS REVIEW: 22 MR 02

S.Q.E.: Sybil Cheneck OTHERS: _____

STATUS (Circle one)*:

RED

YELLOW

PROCESS RESULTS:

When checking Dock Audit records duplicate copies were found when questioning person responsible for Dock Audit. She stated she was sick at the time and she admitted to fudging the Dock Audit records.

ENGINEERING ISSUES:

N/A

SYSTEMIC CONCERNS:

Ref. Attachment 1 and 2 Attached to 26056263

Note: All products produced @ HE Saginaw - has been placed in CS2 until End of May or later depending on findings

Sybil
22 MR 02

DELPHI

Automotive Systems

PRODUCTION PROCESS REVIEW

Appendix 39

Supplier: <u>HE SERVICES (SAG.)</u>	Part Number(s): <u>1818568 (FLANGE)</u>
SQE: <u>Sybil CHERNEK</u>	Date: <u>3/26/02</u>

**** USE OPEN ISSUES LIST TO DOCUMENT ACTION ITEMS ****

Process Observations

- Y ___ N ☒ 1. Is the product being manufactured at the production site using the production tooling, gaging, process, materials, operators, environment, and process settings?
Comments: CAN NOT ANSWER this - NO FLOW, PFMEA, CONTROL PLAN ON HAND
- Y ___ N ☒ 2. Are good housekeeping practices being followed? Is the work place properly configured? (adequate lighting, space, etc.)? Comments: HS KEEPING OK CURRENTLY! LIGHTING POOR

Quality Documents

- Y ___ N ☒ 3. Does the actual process flow agree with the process flow diagram? Comments: NO FLOW DEVELOPED
- Y ___ N ☒ 4. Are operator instructions/visual controls available and adhered to at each work station?
Comments: NO OPERATOR INSTRUCTIONS @ OPERATION
OPERATOR STATED SHE HAD NOT SEEN ANY IN MONTHS
5. Are work instructions available for the following:
(For additional detail, see optional 'Work Instruction' section)
- | | |
|---|--|
| Y ___ N <input checked="" type="checkbox"/> | • Start/Stop: (Explains how to start up run and shutdown equipment safely) |
| Y ___ N <input checked="" type="checkbox"/> | • Run: (Standardized method of performing work) |
| Y ___ N <input checked="" type="checkbox"/> | • Setup/Changeover: (Requirements for set-up, changeover and start/end of shift) |
| Y ___ N <input checked="" type="checkbox"/> | • Control & Gaging: (Control checks for 'important' product and process characteristics) |
- Comments: NOTHING ON HAND TO REVIEW

- Y ___ N ☒ 6. Is the production process control plan (or equivalent) easily accessible to operators?
Comments: Not DEVELOPED
- Y ___ N ☒ 7. Does production process control plan relate to the process flow diagram and PFMEA? (i.e. Is the process control plan numerically sequenced to the process flow diagram and PFMEA?)
Comments: Not DEVELOPED
- Y ___ N ☒ 8. Does the production process control plan agree with the actual process? (i.e. Is the control plan being followed?) Comments: Not DEVELOPED
- Y ___ N ☒ 9. Do production part checks and statistical monitoring take place and properly recorded as outlined on the process control plan? Comments: OPERATOR USING WRONG CHART TO RECORD ON FOR 2-3 DAYS & Not properly using Calipers - NEVER ZERO'S OUT!
- Y ___ N N/A 10. Is process capability data maintained and regularly updated as required for KPC's?
Comments: NO KPC'S
- Is it readily available? N/A
• How current is it? N/A
• Is the process in control ($Ppk \geq 1.67$ Short Term, $Cpk \geq 1.33$ Long Term)? N/A
- Y ___ N N/A 11. Does the statistical data make sense (Reasonable control limits, normal variation, common cause vs. special cause)? Comments: N/A
- Y ☒ N ___ 12. Are measurement devices properly calibrated? Comments: CALIPER & GAGE USED WAS CALIBRATED
- Y ___ N ☒ 13. Is the process control plan sufficient to effectively meet the design record requirements? (KPC's, customer interface dimensions) Comments: CONTROL PLAN Not DEVELOPED - COULD NOT BE FOUND
- Y ___ N ☒ 14. Are High RPN potential failure modes, as identified in the PFMEA, addressed through error-proofing equipment or documented in the control plan? Comments: NO PFMEA FOUND
- Y ☒ N ___ 15. Is there proper lot traceability/identification of all material? (in-process and final labeling, packaging, shipping) Comments: NOTE: PARTS BEING MANUFACTURED TO SHIP (1150 PCS) NO! PPAP APPROVAL! they ARE NOW ON HOLD REF TAG II'S 1363163 & 1363196
- Y ☒ N ___ 16. Can the parts run since the last good check be traced to the producing shift and operation to prevent reoccurrence? Comments: _____

Gage Control/Error Proofing

- Y ☒ N ☐ 17. Does a calibration control system for manual gages exist? Comments: _____
- Y ☐ N ☒ 18. For automatic inspection stations, does a verification / calibration plan exist? Comments: _____
- Y ☐ N ☒ 19. Is there evidence of compliance? Comments: _____
- Y ☒ N ☐ 20. Are gages labeled with calibration status? Comments: _____
- Y ☒ N ☐ 21. Are the required gages available at the point of use? Comments: _____
- Y ☒ N ☐ 22. Are they easy to use repetitively? Comments: _____
- Y ☐ N ☒ 23. Do gages have adequate repeatability and discrimination (Gage R & R)? Comments: _____
NO GAGE R+R'D FOUND
- Y ☐ N ☒ 24. Are variable gages used where necessary (i.e. KPC's) for tracking common cause variation?
Are attribute gages used where appropriate (i.e. 100% containment of special cause variation)?
Comments: _____
- Y ☐ N ☒ 25. Is error-proofing employed and implemented according to the PFMEA and process control plan? Comments: NO PFMEA FOUND, NO CONTROL PLAN FOUND
- Y ☐ N ☒ 26. Does the machine logic prevent non-conforming parts from reaching subsequent operations (is it effective)? Comments: _____
- Y ☐ N ☒ 27. Are error proofing devices checked periodically for proper function? Comments: N/A
- Y ☐ N ☒ 28. Are Error Proof verification masters included? Comments: N/A
- Y ☐ N ☒ 29. Are the error proofing devices re-verified following P.M., etc. and is the frequency of error proof verification identified in the work instruction? Comments: N/A

Handling of Reject/Suspect Material

- Y ___ N ☒ 30. Does the process control plan contain a reaction plan for nonconformances? Comments: No Control Plan Found
- Y ___ N ☒ 31. Does the reaction plan have containment and corrective actions? Comments: No Control Plan Found
- Y ___ N ☒ 32. When a part out of spec/control limits is identified as a result of the Control Plan, Pre-Control or SPC, is this condition properly managed within the organization (Action Plans, Assigned Responsibility, Progress Monitoring, and Containment)?
Comments: CAN'T COMMENT No! Documents to Review
- Y ___ N ☒ 33. Do problems, including out of spec./control limits, quickly get communicated to people that can help? Comments: No Documented Records to Review - CAN'T COMMENT
- Y ___ N ☒ 34. Does information, including out of spec./out of control conditions, get passed across shifts?
Comments: CAN'T COMMENT - No Records to Review
- Y ___ N ☒ 35. Does the support system respond to the operator? Comment: No Comment What Support System ???
- Y ☒ N ___ 36. Are controls in place to isolate incoming material until it has been approved?
Comments: SOME WHAT!! NEEDS IMPROVEMENT
- Y ___ N ☒ 37. Are all non-conforming products (in-process and finished) properly quarantined and/or scrapped? Comments: Just put in place A Quarantine Area
- Y ___ N ☒ 38. Is the suspect / scrap data recorded? Comments: Not! ALWAYS - SCRAP DATA COULD NOT BE FOUND, Reject Log for INCOMING MAT'L ONLY RECORDED SOME TIMES - LAST DATE RECORDED 5 JAN 06
- Y ___ N ☒ 39. Is there evidence that the data is used? Comments: _____
- Y ☒ N ___ 40. Is it likely that a suspect / scrap part will be reintroduced into the normal process flow?
Comments: TAGGING & RECORD KEEPING LESS THAN DESIRABLE
- Y ___ N ☒ 41. Are suspect / scrap containers available at each operation? Comments: _____
- Y ___ N ☒ 42. Is the use of these containers defined in the operator work instructions? Comments: NO OPERATOR INSTRUCTION ON JOB!

Y ___ N ☒ 43. Are the containers properly sized and identified for visual control (color coded, etc.)?
Comments: _____

Y ___ N ☒ 44. Does the supplier proactively revert to their Early Production Containment Plan should
problems arise? Comments:
NO CONTROL PLAN FOUND

Note: All the questions receive a "NO" answer since no work instruction was on job.

Work Instructions (Optional Detail)

45. Work Instruction - Start/Stop

(Explains how to start-up, run, and shutdown equipment safely)

- If Start/Stop procedure is not followed correctly, is there a negative impact on product quality? _____
- Do they exist? _____
- Do they have the correct content? _____
- Does it tell how to do a 'cold' start-up? _____
- Does it tell how to shut equipment down? _____

46. Work Instruction - Run

(Standardized method of performing work)

- Do they exist? _____
- Are they posted in front of the operator? _____
- For automatic stations, are they posted appropriately? _____
- Do they have correct content? _____
- Are they short, simple, and easily understandable? _____

47. Work Instruction - Setup/Changeover

(Requirements for set-up, changeover, and start/end of shift)

- Do they exist? _____
- Are they readily available? _____
- Does everyone who needs them know where to find them? _____
- Do they have the correct content? _____
- Are they short, simple, and easily understandable? _____
- Is it identified who is authorized to do what? _____
- Is setup inspection/verification method identified? _____
- Is proper disposal of set-up parts defined? _____
- Do instructions insure correct feeder parts are being assembled? _____

48. Work Instruction - Control & Gaging

(Control checks for 'important' product and process characteristics)

- Does it exist for both product and process? _____
- Is it posted in front of the operator? _____
- For automatic stations, is it posted appropriately? _____
- Are all required checks included? _____
- Are frequencies appropriate for process capability levels? _____
- Are they short, simple, and easily understandable? _____
- Are responsibilities for checks clearly defined? _____
- For automatic stations, do they tell operator/jobsetter what to do with part(s) in station when auto sequence is interrupted and how to restart? _____
- Is proper disposal of suspect/scrap parts defined for attended and unattended stations? _____
- Are Error Proof verification checks included? _____

Training (Optional)

49. Is a training plan written and training materials available? Comments: TRAINING PLAN WRITTEN - NOT WELL USED PER OPERATORS ON FLOOR + MY QUESTIONS TO OPERATORS
50. Are operators, jobsetters, etc. familiar with the training plan? Comments: MOST STATED NO OR NOT SURE
51. Is the training formalized? Comments: NO
52. Does the training have suitable content? Comments: NO
53. Does the plan address transfers, absences, etc.? Comments: YES
54. Does the plan address the need for additional training due to product / process changes or improvements? Comments: NO
55. Does the plan recognize the need for retraining if a trained operator has not run a job in a long time? Comments: NO

Additional Comments/Recommendations

Overall Subjective Ranking:



Red



Yellow



Green

Follow-Up Date:

TBD-



None Required

PRODUCTION PROCESS REVIEW

RESULTS SUMMARY

SUPPLIER: HE SERVICES (SAG.)

DATE OF PROCESS REVIEW: 3/26/02

S.Q.E.: Sybil Churnek OTHERS: _____

STATUS (Circle one)*:

RED

YELLOW

PROCESS RESULTS:

A) NONE - REJECTED - NO DOCUMENTS TO USE
AS A STANDARD TO VERIFY PROCESS

ENGINEERING ISSUES:

B) THE SAME AS ITEM "A"

SYSTEMIC CONCERNS:

(C) THERE IS NOT A SYSTEM @ THE SERVICE
WASHINGTON RD. "SEE ATTACHMENT", THIS HAS A ON
GOING PROBLEM FOR OVER 1 1/2 YRS. AND NO IMPROVEMENTS
TO DATE. Please See Attachment #1 - FOR THE SAG.
STATUS AS OF MR. 26; 02

This location Currently in CS2 as of failure on
3/22/02 Audit.

Sybil Churnek
Delphi A/E/SQE
26MR.02
989-284-1385

PRODUCTION PROCESS REVIEW

Suggested guidelines for Red, Yellow, & Green rankings

RED

(Institute Controlled Shipping)

- KPC's, CQC's, or other not being monitored for statistical control.
- Substantial number of nonconformances to the process review which are deterrents to an effective quality system.
- Any non-compliance to the following questions that would probably result in a non-conformance being shipped to Delphi or Delphi's customers. (Questions 1,8,10,18,19,26,31,36,40 are major quality process requirements)
- Any noncompliance subject to the judgement and experience of the S.Q.E., which would result in a major failure of the quality system and/or non-conforming product being shipped to Delphi or Delphi's customers.

YELLOW

(Corrective action plans required within 30 days)

- KPC's, CQC's, or other monitored but no reaction to out of control conditions or, control limits not established for KPC characteristics.
- Work instructions are not linked to the control plan. Items on the control plan should have specific links to specific instructions of the controlling characteristics.
- A number of nonconformances to the process review that are not likely to result in Delphi or one of its' customers receiving nonconforming product, but improvements within the quality system are recognized.

(Process in control, action plans as required)

- KPC's are being effectively monitored and controlled.
- Minor noncompliance in part of the suppliers quality system.
- Confidence by the S.Q.E. that the supplier will not ship known nonconformances to Delphi or its' customer.

PRODUCTION PROCESS REVIEW

Suggested guidelines for Red, Yellow, & Green rankings

(Institute Controlled Shipping)

- KPC's, CQC's, or other not being monitored for statistical control. *N/A*
- Substantial number of nonconformances to the process review which are deterrents to an effective quality system.
- Any non-compliance to the following questions that would probably result in a non-conformance being shipped to Delphi or Delphi's customers. (Questions 1, 8, 10, 18, 19, 26, 31, 36, 40 are major quality process requirements)
- Any noncompliance subject to the judgement and experience of the S.Q.E., which would result in a major failure of the quality system and/or non-conforming product being shipped to Delphi or Delphi's customers.

YELLOW

(Corrective action plans required within 30 days)

- KPC's, CQC's, or other monitored but no reaction to out of control conditions or, control limits not established for KPC characteristics. *N/A*
- Work instructions are not linked to the control plan. Items on the control plan should have specific links to specific instructions of the controlling characteristics.
- A number of nonconformances to the process review that are not likely to result in Delphi or one of its' customers receiving nonconforming product, but improvements within the quality system are recognized.

(Process in control, action plans as required)

- KPC's are being effectively monitored and controlled. *N/A*
- Minor noncompliance in part of the suppliers quality system.
- Confidence by the S.Q.E. that the supplier will not ship known nonconformances to Delphi or its' customer.

*Deck
Audit
Refect
Log*

Attachment #1 Pg 231 of 269

Phase III - Analysis and Report A review of the findings of the first two phases is used to determine supplier conformance to QS-9000.

Audit Summary Alternatives

The auditor/customer will determine which of two alternatives will be used to summarize audit findings:

- Recommended/not recommended
- Variable score

Each of the elements may be classified in one of two ways, depending on the customer's requirements:

- As a "conforms" or "minor/major nonconformance" status for that element.
- As a 0 to 10 point rating for the element, see Evaluation Process for Using a Variables Score Method.

Definitions

* A MAJOR NONCONFORMITY is either:

- The absence or total breakdown of a system to meet a QS-9000 requirement. A number of minor nonconformities against one requirement which when combined can represent a total breakdown of the system and thus be considered a major nonconformity.
- Any noncompliance that would result in the probable shipment of a nonconforming product. A condition that may result in the failure or materially reduce the usability of the products or services for their intended purpose
- A noncompliance that judgment and experience indicate is likely either to result in the failure of the quality system or to materially reduce its ability to assure controlled processes and products.

A MINOR NONCONFORMITY is a QS-9000 noncompliance that judgment and experience indicate is not likely to :

- result in the failure of the quality system, or
- reduce its ability to assure controlled processes, or
- result in the probable shipment of nonconforming product.

Attach ~~ment~~ #2Audit Summary for
3/26/02 - Flange Asm.

3/26/02

- 1) - no work instructions posted @ job, operator stated she does not know where they are she hasn't had any since last summer.
- 2) Operator not trained and/or signed off on work instructions
- 3) no gage instructions - Operator did not use Calipers properly - she did not "zero" out before use, then when I explained she needed to zero out she did "once" and then made 6 to 7 checks before I explained again you must "zero" out each time.
- 4) Operator using wrong inspection chart for 7818568 Flange she was using chart for 7815986 she had been using this chart for 2 to 3 days, since she started the build.
- 5) Chart needs up dating if the added readings are to be recorded. (SEE ABOVE)
- 6) Could not find a Flow, PMA and Control Plan for this part number
- 7) "No" PPAP approval was found for this part no. and it "was not" covered on any of the warrents. The parts have been put on hold until all documents are complete & I approve them! SHIPPING WITHOUT PPAP.

- 8) Charts in use On Factory floor not being completed as req'd these were forced submitted for filing with Only part No, date and signed.
- 9) Flanges & Lock Modules in CSI the required paper work not submitted to the SQE since day 1 I have ask for this Several times. (ALMOST 1 YEAR)
- 10) Flanges stored in a regular Card Board Box under ASM. table rejected tag On them but also displayed a "OK" Certified tag. (improper Container & tags Only 1 tag to Container)
- 11) Work/ASM Carts are Very! Very! "dirty" Bottom of Cart has unidentified parts On it.
- 12) Procedures Given to me On Friday Mar. 22, 02 Audit did not and does not match the Master Book in the Document Control Center. the Procedures found in the Doc Center are the Ones that has been Cited by Delphi as insufficient @ the beginning of 2001 the Ones that was given to me On the 22MR 02 was the current updated Ones. that was completed in the time frame of My. June, July by Paris Rogers these were retained in a green folder On top of the file Cabinet Out side Tom Mienko's Office Also several Procedure was forced in the Computer @ Tom. Plant that don't match Master Book.

13) The Master Procedure Book did not have a table of Contents you could not tell what was suppose to be there, or what was or has been deleted and when.

14) Internal Audits for 2001 could not be found in the Doc. Center

15) QS9000 Audits for 2001 and 02 could not be found in Doc Center

16) The ^{INTERNAL} Audit Schedule was not on hand for review the Corp. Quality Manager stated it was on his computer @ the Flint Office and was locked in his computer by a code. the Audit Schedule should/shall be on hand and posted for review on site @ All times.

15) Charts/forms that are to be controlled are not there. ~~there~~ several versions on the floor @ anytime and these don't match the Master book.

16) 75% of the Master forms/charts in the book are not used @ least can not be found filed in the Document Control Center - these must be used to full fill QS9000 requirements since the procedures in many cases are vague or non existent.

17) The records, Books ect. that are to be contained in the Document Control

Center needs Attention ASAP. The entire
QOC Center is in a State of ~~disarray~~
disarray.

18) no records could be found stating
who the Certified Internal Auditors
were

19) Tom's Plant don't really know where
Quality records/Procedures are kept
or what status Quality items are in.

20) Please Read Attachment 1 After
reviewing this report and you will
understand why you are in a
"MAJOR NONCONFORMITY" Status AS
THE ABSENCE OF OR TOTAL BREAKDOWN
OF A SYSTEM TO MEET A QS9000/CUSTOMER
REQUIREMENT.

21) ON 8-24-01 HE WAS REQUESTED TO UPDATE PAMEA, CONTROL PLANS,
PROCESS FLOW & WORK INSTRUCTIONS AS A RESULT OF A QUALITY SPILL AT
FORD. AS OF TODAY THIS UPDATE
IS FAR FROM BEING COMPLETED. NO WORK
INSTRUCTIONS ARE ON THE JOB.

Thank you,

Dyleil Cpernek
Delph AOE/SQE

phone 989-757-3325
OR CELL 989-284-1935

EXHIBIT O

DELPHI

Automotive Systems

Mr. Robert Backie
H E Services
5117 S. Dort Hwy.
Flint, MI 48507

31 MR 02

Subject: **CONTROLLED SHIPPING NOTIFICATION - LEVEL 2**

Dear Mr Backie:

It has come to our attention that the quality of your products shipped to our facility are falling substantially short of our specifications. We have determined that you have lost control of your process and we believe you currently lack the capability to isolate our plants from further discrepancies. We have, therefore, decided to implement Level 2 Controlled Shipping which requires you to bear the expense of a third party inspection company for containment and reinspection of your products until you re-establish suitable process control and quality systems..

The following part number(s), produced by your facility (Mfg. DUNS # 007034445) are unacceptable for use at Delphi Saginaw Steering Systems Plants 3, 6 , 7 & 33 at their current quality level:

<u>Part Number</u>	<u>Part Name</u>	<u>Problem</u>
All Part Numbers Manufactured at this facility	Assemblies	Total breakdown of quality systems

The third party's responsibilities will be to inspect your production parts and provide data for you to utilize in your root cause analysis. The inspection has two purposes:

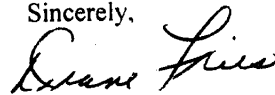
- First, it will isolate our plants from nonconforming material.
- Second, it will provide your operating people with the actual discrepant parts and shorten the feedback loop to enhance corrective action efforts.

A meeting will be held at your Flint facility on 4/3/02 at 3 p.m. to outline containment requirements and documentation required. At that time exit criteria will be established.

You are instructed to notify your QS9000 registrar that you have been placed in Level 2 Controlled Shipping and provide evidence at the meeting on 4/3/02.

Thank you for your immediate attention to this matter. If you have further questions about this procedure, please contact me at (989) 757-2959 or fax at (989) 757- 1048.

Sincerely,



Diane Fries
Director of Supplier Quality

c.c.	Bill Vance	John Riester	Mark Johnston	Dale Kowaleski
	Steve Dawe	Bill Bringer	Mike Howerton	Brian Darling

CONTROLLED SHIPPING CONFIRMATION REPLY

TO: Sybil Cherek
Delphi Saginaw Steering Systems
3900 Holland Rd.
Saginaw, MI 48601

FROM: H E Services
SUPPLIER DUNS NUMBER 007034445
5117 S. Dort Hwy.
Flint, MI 48507

We acknowledge receipt of your letter dated. _____ advising us that our above facility has been placed in: (check those that apply)

- ☒ Controlled Shipping Level 1
☒ Controlled Shipping Level 2

- ☐ We understand the containment process requirements.
☐ We do not fully understand the containment process requirements. Please
contact: _____ (Name of contact)
_____ (Telephone number)

Following is a description of how conforming parts and shipments will be identified to indicate that they have been qualified as conforming to requirements.

The containment activity will be performed at the following location:

The person responsible for the containment activity:

Name _____
Phone _____

(Signature of person responsible for containment)

Date: _____

EXHIBIT P



memo

Date: 06AU02
To: S. Chernek D. Timma T. Mienke
c.c. D. C. Cook S. Caird
From: G. Gerrish T. Maurer
Subject: Residue on 26045841 Pump Housing - Visit to HE Services to Review Cleaning Process

A visit was made to HE Services to try to determine the cause of a "sticky" residue on pump housing that are sent to Prince for assembly. During review of the washer and conversation with Tom Mienk, the Plant Manager, the following observations were made:

1. In general, adequate maintenance of this washer was neither being performed nor documented. The maintenance procedure and data sheets need to be revised to reflect the corrective actions and to comply to basic quality record requirements per QS-9000.
2. The washer appeared to need cleaning, based on condition of the wash and rinse tanks, as well as the presence of a sticky residue on various components of the track and vent. Also, according to Tom Mienk, the last time the washer was drained, cleaned, and recharged was last September.
3. Records of wash and rinse tank concentrations were incomplete:
 - Checks were not recorded every day
 - No checks were recorded since 19JL02
 - All checks in the wash tank were recorded at 3% and all rinse tank concentrations were recorded at 2.5%, with no readings recorded of the concentration before additions (assuming the recorded readings were taken after additions)
 - There were no specifications identified on the data sheets.
4. There is no record of when additions were made, or how much cleaner was added.
5. There were no weekly temperature checks recorded.

Based on these observations and further discussion, the following action items will be taken by Tom Mienk:

1. The washer will be drained, cleaned, and refilled at a minimum of quarterly intervals, beginning with today.
2. Washer concentration checks will be recorded before and after additions (when necessary) daily. If the washer is not running, N/R will be noted on that date. Amount and date of additions will be noted on the sheets. Copies of these sheets will be obtained by S. Chernek for the next two weeks for review by the Delphi Metallurgy Department.
3. The weekly temperature checks will be performed and recorded.

In addition to the preceding corrective actions, samples of the wash and rinse tanks were taken to determine the concentration in the washer during this problem period. Delphi Metallurgy will evaluate these samples.

EXHIBIT Q

Steve,

Just a quick summary supporting the move of the LH Side Cover (26063061) from H.E. Services to Madison-Kipp.

As you can see from the letter addressed to me, from Sharon Mobry of Madison-Kipp dated Aug. 13, 2002, quality was a huge issue. Madison-Kipp supplied the casting to H.E. Services who was to machine it and press in a bushing and ship to Delphi. The second paragraph of the letter explains that Madison-Kipp wanted to take on the machining as well, due to H.E. Services lack of ability to machine the part correctly resulting in product being returned to Madison-Kipp. This obviously was costly to Madison-Kipp.

The second issue was price. Madison-Kipp produced the casting for a cost of **REDACTED** H.E. Services machined that casting and pressed the bushing in for \$.827 ea. Making the total cost of the Side Cover \$2.527.

I had approached H.E. Services both on quality and the cost penalty. H.E. Services had many opportunities to reduce cost and improve quality, to make the product more competitive and retain the business. They were unable to accomplish this therefore, the business was moved to Madison-Kipp.

Steve Burk

Burk, Steve

From: Mobry Sharon [smobry@madison-kipp.com]
Sent: Tuesday, August 13, 2002 3:30 PM
To: Burk, Steve
Cc: Johnson Robert; McNulty Craig; Jerry Lawicki; Sholl Gary; Wojdak Joe
Subject: Cost Reduction for part 26063061

Steve,

Confirming your phone conversation with Jerry Lawicki on Monday, August 12, 2002, Madison-Kipp Corporation is prepared to offer Delphi Saginaw a price on part 26063061, LH Side Cover of

REDACTED

RH Side

Cover to cover the cost of the tooling change to reverse threads on the LH Side Cover.

Madison-Kipp Corporation can no longer accept the exorbitant cost of taking product back that HE Services can't machine correctly. Their CNC machining centers do not perform all the operations required to machine all features as is done by the MKC dedicated machining center. The unwillingness of HE and Delphi to address this problem over the past year has been unsatisfactory, and MKC will no longer accept parts back and perform the remaining operations. All this time MKC has absorbed transportation costs back to MKC and performed the rework at no cost to Delphi. MKC management specifically requests you award this business to MKC effective September 1, 2002.

MKC offers the above price for 100% of the business, currently estimated at 183,000 pieces per year. MKC has the capacity, prior operations instructions, prior quality instructions, and can take over the business upon approval. If you have any questions, please call me or contact Jerry upon his return from vacation on August 19th.

Regards.

Sharon Mobry

Madison-Kipp Corporation

Phone: 608-242-5272

Fax: 608-242-5284

Email: smobry@madison-kipp.com <mailto:smobry@madison-kipp.com>

EXHIBIT R

DELPHI

Delphi Saginaw Steering Systems
3900 Holland Road
Saginaw, Michigan 48601

April 24, 2003

Robert Backie
HE Services
5117 S. Dort Hwy.
Flint, MI 48507

Dear Mr. Backie:

Reference: Mfg. DUNS: 007034445

This letter is to notify you that HE Services appears on the Delphi Saginaw Steering Systems Top Problem Supplier List for the month of March. HE Services must focus immediate attention to containing and irreversibly correcting the source of the quality issues. The inclusion of HE Services on this list is the direct result of parts not banded properly for shipment, causing 3 trays to be scrapped out, also, mistagged part.

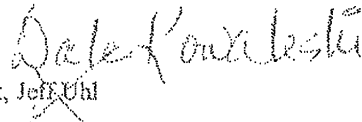
Information concerning the suppliers appearing on this list is communicated across Delphi Corporation and receives high-level visibility and reviews. Removal from this list will occur only as the result of sustained quality improvement. Failure to resolve the quality issues within a timely manner will affect future sourcing decisions and current Delphi Corporation business with HE Services.

If additional help is required from Delphi Saginaw Steering Systems, please contact your Delphi Saginaw Steering Systems Supplier Quality Engineer, Sybil Cherek at 989-757-3325. Please acknowledge in writing the receipt of this letter and the actions HE Services will be taking to address the quality issues described above. Your prompt attention to the quality issues is appreciated. If you have any questions, please call me at 989-757-4904.

Sincerely,



Leisha McKay
Supplier Quality Manager
Delphi Saginaw Steering Systems



cc: Diane Fries, Beverly Gaskin, JP Sexton, Sybil Cherek, Jeff Uhl

EXHIBIT S

DELPHI

Automotive Systems

Price Increase Follow-Up

Supplier: H.E. Services
Mfg. Location: Saginaw, MI
Parent Corporation: H.E. Services
Contact: David Stearns
Title: Account Manager
Telephone: (989)753-9015
Fax: (989)753-7703
Contract Expiration: 12/31/2002
Notification Date: 2/25/2002
Buyer: Dale R. Kowaleski
Commodity Manager: Steve Dawe
Commodity Director: Pat Murtagh
Commodity Team: Assemblies

Division	Old \$	New \$	\$ Inc.	% Inc.
DE&C			\$0	0.00%
DDELCO			\$0	0.00%
DITS			\$0	0.00%
DILS			\$0	0.00%
DPES			\$0	0.00%
DSSS	\$509,172	\$664,693	\$155,521	30.54%
			\$0	0.00%
			\$0	0.00%
			\$0	0.00%
			\$0	0.00%
Total:	\$509,172	\$664,693	\$155,521	30.54%

Supplier Cost Savings History:

Year	%

Cost Breakdown

% Mat'l	% Labor

Chemical ☐ Electrical ☐ Metallic ☒

Description:

Action	Date	Comments
Refuse Request	2/25/2002	
Obtain Documentation		
GS		
Move Business		
A/P Leverage		
Short Term Strategy	Lean	
	Resale	
	Mat'l Chg.	
Reviews	Pur. Dir.	
	Com. Dir.	
	VP	
DGP Staff		
Final Disposition		

Notes:

- Final documentation should be an approved action plan. (Supplier negotiation or Global sourcing)

EXHIBIT T

PREPARED BY	54Bil
DATE	4/9/02

HE Service Mtg - 10:30 AM.

Topic: Moving of all jobs from
NE Services, Washington Rd
Saginaw Mich due to total
break down of Quality System

- Mr. Backie stated while in the
Main Lobby awaiting for some one
to pick him and his other personnel
that if the scheduled mtg was
about Quality he was not going
to attend. I told him I did not
know what all the mtg was
about.

Start of mtg.

Mr. Backie stated he was not
interested in talking about Quality
unless he was awarded a pc. price
increase.

Mr. Backie stated he quoted 9/10 jobs
this past year and only got 3/4 out
of those.

Mr. Backie stated he just gave
\$279,000.00 rebates and his bank
doesn't like what its seeing.

In regards to the moving of the equipment from HE Washington, Sag he (Mr. Backie) was not interested unless he get's a Pc price increase and Delphi would pay for all equipment moves.

Mr. Backie Stated Again he had been kicking around the Quality Issue's and there would not be a Quality System w/out a price increase. He stated he goes to the mtg's in Detroit & Troy and he knows what's going on and that Delphi's pricing is not correct and that he really doesn't want our "piddley" Asm jobs. He wants Hi-Tech jobs and that he just got 2 "Big" jobs from Chrysler that he can make money on.

Mr. Backie Stated Again, he will decide when the price increase is offered if he keeps the jobs are not.

Mr. Backie Stated he will go and talk to Bill Loyd and

J. T. Battenberg that he sits
on Boards With Our "Hi-ups"
and again he knows what is
going on.

Mr. Backie expressed in detail
loud & clear how unhappy he is
and has been with Delphi and
that again his bank don't like
what they see.

he departed awaiting a
answer from Delphi.

Sybil Chernek
Delphi AOE/SOE

4/9/02

Backie HE MTC.

mtg - Troy - he know whats going on.

9/10 Jobs = Only Have 3/4 Jobs. Out of those
#279 000.00 - rebates to Tech Central

① Move Equip - who pays?

② do all drop lines

③ Kicking around Quality =

Get 2 new Jobs w/ Chrysler -

he goes to mtg in Oct. & listen

Sag. is your Pc. Price Correct??

Proper pricing

what price

will decide if they keep it.

Don't want to do ASM. per Backie

\$18,000⁰⁰ putting error proofing =

Bill Loyd - Battenberg Bill

go talk to them.

Diel Rd, Denton =

not suppose to go out on Bid

EXHIBIT U

H.E. SERVICES COMPANY**225 E. Morley Drive - Saginaw · MI · 48601 · (517) 753-9015 - fax (517) 753-7703**

October 9, 2002

Steve Dawe
Purchasing Department
Delphi – Saginaw Steering Systems
3900 Holland Road
Saginaw, Michigan 48601

Re: Purchase Orders Renewal/Cancellation Intent

Mr. Dawe,

This letter is documentation and follow-up regarding a meeting held at your location on October 8, 2002. I presented you with information on H.E. Services historical actual volumes compared to quoted volumes supplied by Delphi Saginaw Steering Systems Purchasing. I had also discussed break-even analysis and how volume impacts profit and loss. H.E. Services is operating at a significant loss on programs where actual volumes are only 0% - 40% of quoted volumes.

<u>Program</u>	<u>Quoted Volume – YTD</u>	<u>2002 Actual Volume – YTD</u>	<u>% of Quoted Volume</u>
Outer Tie Rods	18000	0	0%
Bearing Holder	135,450	31,500	23.3%
Flange Coupling	46,080	13,700	29.7%
Support Housing	53,100	16,980	32.0%
Jack Screw	45,900	19,308	32.7%
Dia Size Pumps	315,000	117,629	37.3%

H.E. Services had submitted price increases on these programs back on February 25, 2002 as a result of the non-materialized volumes. All of the programs where price increases were submitted have contracts that expire on 12/31/02. I stated in that meeting that our company would not renew these contracts under the given pricing structure. You stated that you would not grant the price increases due to budgetary concerns. It was decided by you to resource the business covering these programs. Furthermore, you decided that you would resource all of the business that you hold contracts with at the Universal Manufacturing Division of H.E. Services. Some of these programs have multi-year contracts. H.E. Services is not in agreement with cancellation on any program that has a multi-year, agreed upon, contract. H.E. Services does not want to be punished for making a sound business decision for cutting severe losses.

I am requesting that you identify which jobs and/or purchase orders you are considering or planning to cancel or not renew with H.E. Services. In addition, I need a detailed timeline and plan for each program. Please respond as soon as possible. H.E. Services has been a dedicated minority service supplier to your organization for over sixteen years and has provided top quality manufacturing services while never missing a delivery. H.E. Services understands Delphi's commitment to assist and foster minority supplier business development and growth.

Sincerely,

David Stearns
V.P. – Manufacturing

Cc: Robert Backie, Duane Bolinger

SteveDawe100902.doc

EXHIBIT V

DELPHI

Delphi Saginaw Steering Systems
3900 Holland Road
Saginaw, Michigan 48601
December 6, 2002

H.E. Services
Attn: Mr. David Stearns
225 E. Morley Drive
Saginaw, MI 48601

Dave:

As a follow-up to the meeting that Steve Dawe and I had with you and Tom Mienk on Wednesday, December 4th, I wanted to reiterate Delphi's intent to extend our current purchase orders with H.E. Services up through and including March 31, 2003. Based on a discussion that took place in a previous meeting, it was mutually agreed upon that the business be resourced since H.E. Services could no longer produce these parts at the current contract price and Delphi Saginaw could not accept the price increase that was being proposed. Note that we are aggressively pursuing this resourcing in compliance with our conversation and, therefore, the contract extension will be submitted at the current contract price foregoing any additional premium costs that were proposed for this period of time.

Best Regards,

Dale E. Kowaleski
Senior Buyer-Assemblies
Delphi Saginaw Steering Systems

EXHIBIT W

DELPHI

Delphi Saginaw Steering Systems
3900 Holland Road
Saginaw, Michigan 48601

June 4, 2003

H.E. Services Company
Attn: Patrick Harmon
5117 S. Dort Highway
Flint, MI 48507

Pat:

As we continue to move forward in the process of resourcing the business that Delphi Saginaw currently has with H.E. Services (both in Saginaw and Flint), we need to insure that previous commitments made by Delphi Saginaw to our customers remain intact. From a delivery standpoint, much emphasis has been placed on the bank build and availability of parts as we go through the validation process. These efforts to build this bank cannot be compromised. The bank-build quantities that we've established through the issuance of spot-buy P.O. #9FI4771 must be fulfilled by June 27, 2003.

With respect to quality, an obligation remains for H.E. Services to meet the standards outlined by Delphi Saginaw for all parts in the system for which they have had manufacturing responsibility. This responsibility for quality and liability of all said parts will extend until all of these parts have been exhausted through the Delphi Saginaw system. In order to distinguish between suppliers, these parts processed by the new supplier will be marked for identification.

Thank you for your continued cooperation and support as we work toward completion of this project. If you have any questions pertaining to this correspondence, please contact me immediately.

Best Regards,



Dale E. Kowaleski
Senior Buyer-Assemblies and
Remanufactured Components
(989)757-6009ph
(989)757-5983fx

CC: Garrett Backie
Diane Fries
Leisha McKay
Terry Wirsing
Steve Dawe
Sybil Chernek

EXHIBIT X

DELPHI

Delphi Saginaw Steering Systems
3900 Holland Road
Saginaw, Michigan 48601

April 2, 2003

To: J.P. Sexton, Terry Wirsing

From: Dale E. Kowaleski

RE: Lock Module Resourcing Summary/Overview of Prince Mfg (Delphi Saginaw Plant 33)

HE Services (HES) originally came to Delphi in March 2002 proposing a price increase that amounted to \$155,000. This increase affected six of the eleven 'product families' that they assembled for Delphi. The price increase was fought off by Delphi until October 2002 when a meeting between both parties resulted in a mutual agreement whereby stating that neither party could continue on under the current business agreement. Delphi advised HES that they would begin to resource the business immediately. HES expressed their willingness to retain the 'families' that were viewed as financial winners. Delphi stated it was all or nothing and we continued on with our resourcing exercise.

The Assembly Commodity Team (ACT) provided a bid list of four suppliers to Saginaw. All four of these suppliers held minority status. Prior to the initial technical review, one of the four suppliers dropped out. Of the remaining three, only Mariah demonstrated a legitimate effort in working toward meeting our targets throughout multiple rounds of negotiations and provided out year price reductions as well. Even though their efforts identified them as the best of the suppliers from the ACT bid list, Mariah's pricing was still in excess of 30% higher than the prices we are currently paying through HES. At this point no one from the original bid list was competitive.

Prince Mfg (Plant 33) is a dedicated Delphi Saginaw facility located in Oxford, MI. In the 1st Quarter of 2001, they were chosen to take over the assembly of all TC Pumps (both Service and Production) manufactured by Delphi Saginaw. This line was transferred from Delphi Plant 21 in Alabama to Prince Mfg beginning in May 2001. As a dedicated facility, they have access to all Delphi IS&S and PC&L systems and are responsible for their own quality to other Delphi plants and/or customers.

A group from Saginaw Purchasing visited Prince Mfg's plant on Wednesday, February 5th to review the process improvements they had made to their facility as well as to Delphi-owned equipment. In attendance were Steve Dawe, JP Sexton, Duane Bolinger and Dale Kowaleski. Due to the success that was demonstrated by Prince, along with the significant gains that were made in transforming a losing TC Pump program into a winner, a decision was made at this meeting to identify new business opportunities for Prince Mfg. It was agreed that we would benchmark them on all remaining assemblies being resourced from HE Services. From the standpoint of economics, we felt we could leverage any open payment issues with the prospect of potential new business on the horizon. Upon receiving their responses back after multiple rounds of activity, we were pleasantly surprised to find Prince Mfg to be most competitive coming in with prices that represented a savings to those which we were currently on contract with HES. Prince's pricing resulted in a savings of approximately 17%.

Prince Mfg's capabilities include column and pump assembly, painting operations, column sequencing as well as pump housing machining. The majority of the work that they currently perform for Saginaw relates to the machining and assembly of TC Pumps. Long-range considerations include the transfer of assembly for S4 and P&N Pumps from Delphi Saginaw Plant 3.

Our timeline for moving entirely out of HES is May 1, 2003. While this date has moved several times, the supplier has been very clear that this timing is now firm. We have prioritized the order in which we're moving the families of parts to Mariah. In order to build an adequate bank of parts prior to the moves, HES has indicated that they would need to utilize the manpower currently associated with lock module assembly. Due to the tight timing we're faced with, we will need to free up this manpower by finalizing the lock module resourcing allowing the build-ahead of other assemblies to occur.

EXHIBIT Y

RECOMMENDATION SUMMARY

Buyer Name: ROUECH, KARRIE
Activity/RFQ Project ID: 70846
Activity Type: GLOBAL SOURCING
Total Cost (NPV): 1,805,087
Currency: USD
Reporting Date: 15-May-2003 15:39:04

Year	Comparison APV	Recommended APV	Calendar Year Savings (Parts only)	Tooling Cost < or = Costbook	Savings % (Parts only)
2003					
2004	REDACTED		REDACTED		REDACTED
2005					
2006					
2007		REDACTED			
Totals					

Recommended Supplier Name/ DUNS Number	PPM	Top Problem Supplier	QS9000 Status/ Date	# Parts Recomm- ended	Part Numbers
SPX CORP 053669594	79	NO	QS9000 12-Sep-2005	2	26063655, 26103560

Recommended Contract Types	Regions	Divisions
Long Term	N	DSSS

Buyer K. Rouech 5/20/03
Divisional Purchasing Director J.P. Rouech 6/2/03
Regional Purchasing Director M. Donnelly
Divisional Supplier Quality David Cherneck
Divisional Production Control 5-20-03
Divisional Engineer ECR
Commodity Team Leader/Manager 5/20/03
DGP Commodity Director

BACKGROUND SHEET

Buyer Name: ROUECII, KARRIE
Activity/RFQ Project ID: 70846
Reporting Date: 22-May-2003 07:02:05

Activity Type:	GLOBAL SOURCING	Planned Approval Date:	May-2003
Activity Description:	SUPPORT, STRG COL HSG	Buyer Phone:	989-757-3180
Savings Category:	DGP	Regions:	N
Commodity:	METALLIC	Divisions:	DSSS
Commodity Team:	CASTINGS		
Commodity Subgroup:	HIGH PRESSURE ALUMINUM		
Material Group:	HIGH PRESSURE ALUMINUM	Total Activity APV (USD):	\$560,124

SUMMARY

Current Situation: 1	SUPPORT PINS ARE ASSEMBLED TO THE HOUSING AT HIE SERVICES. DELPHI IS SEEKING TO EXIT ALL BUSINESS FROM HE, AS THEY HAVE REQUESTED A PRICE INCREASE.		
Customers:	GM		
Product Lines:	COLUMNS		
Activity Comments:	CONTECII HAS OFFERED ADDITIONAL DAILY CAPACITY ON THE TWO-PIECE HOUSING OF 1,000 PARTS PER DAY IN EXCHANGE FOR THE AWARD OF THE PIN PRESS OPERATION.		
Activity Target %:	3		
Quality & Engineering Functional Requirements:	RISK ASSESSMENT & TECH REVIEWS		
Receiving Countries:	US	Estimated SOP Date:	Jul-2003

PURCHASING STRATEGY

SELECTED CONTECII FOR PRICE, SHORTENED VALUE STREAM. AVOIDED \$400,000 INVESTMENT WHILE GAINING NEEDED MACHINING CAPACITY. SIGNIFICANT LOGISTICS SAVING VS. CURRENT SITUATION OR OTHER BIDDERS.

Pin Press Savings

Piece Price Savings:

	<u>HE Price</u>	<u>Contech Price</u>	<u>Savings Per Piece</u>	<u>Volumes</u>	<u>Savings per year</u>
26063655					
26103560		REDACTED			

Total

Logistics Savings:

Logistics savings on 3,100,000 parts per year are approximately \$.0952 per support and \$.0034 per set of two pins. This figures out to be approximately **\$305,600 savings per year.**

Inventory Savings:

According to Curt Dalton, the expediter at plant 6, Delphi held a two day inventory of supports at HE Services. The savings from eliminating this inventory is approximately **\$96,000.**

EXHIBIT Z

The attached describes recent activity between HE Services and Delphi Saginaw Steering Systems. I will cover the points by HE locations in Saginaw, Mi.

TechCentral:

- Saginaw Steering spends approximately \$20,000,000 with them annually
- Bob Backie sold this business in March 2004 to Troy Design

Universal Inspection:

- This location provides gage calibration services and sorting services
- Saginaw Steering Prototype operations purchased \$528,000 in services from this location in the last year
- Universal was awarded a sorting contract on October 27, 2003 that is worth \$400,000 on an annual basis
- We also do random sorting activities with an approximate value of \$50,000
- Lee Lambert, who was the Manager of this facility under HE Services, has attempted to purchase the inspection services business.
- Our prototype operations will issue a purchase order to the new company for calibration after the sale is complete.

HE Services – Morley St.:

- Saginaw Steering has been doing validation testing at this site for 8 years
- The testing is done with Saginaw owned equipment and we pay monthly fees of approximately \$150,000 which include facilities, technicians and utilities
- A decision was made in June, 2003 to insource this testing and HE Services was unofficially notified of this decision in September, 2003 (see attached engineering note on timing)
- The bundled service for personnel was to be maintained with HE Services until they announced closing of the business. This bundled service will go to Troy Design which purchased the contract employee business from HE

Ancon:

- Saginaw Steering Prototype operations purchased \$1,268,000 in machined product from this location in the last year
- The prototype operations had an excellent relationship with Ancon. In many cases, Ancon approached us advising that they were short of work or could use additional opportunities. In every case, we have bent over backwards to accommodate them. Our Purchasing Manager directed, in some cases, that the buyer advise them of the market pricing so if they wished to match it, they would get the orders. Our buyers would also work with their management in reviewing their price performance "after the fact" so they could get a feel for where they had to be to get future work.

It is our understanding that the Universal Inspection and Ancon facilities were profitable and we are disappointed that they are being closed. It was our intention to continue the business relationship with these divisions.

Previously we also did business with another operation, Universal Manufacturing, which is now closed. We resourced the majority of this business to another MBE named Mariah Industries on July 1, 2003. The resourcing occurred due to quality issues and a requested price increase.

EXHIBIT AA

DELPHI

Automotive Systems

Tuesday, July 15, 2003

To: PAT HARMON

Company: H E SERVICES

Phone: (810)743-4900

Fax: (810)743-8400 and (989)755-0337

Subject: Resourcing Issues

☐ Urgent

☐ Review

☒ Reply

From: Dale E. Kowaleski, Senior Buyer - Misc
Assemblies/Remanufactured Components

Email: dale.e.kowaleski@delphi.com

Phone: (989) 757-6009

Fax: (989) 757-5983

Number of Pages

(including Cover Sheet): 1

Pat:

As a follow-up to the discussion we had yesterday, here are the gage numbers (w/specifications) that are missing from the Inner Tie Rod line:

246976 203.0mm

246976 429.5mm (+/- 1.0mm)

246976 263.0mm (+/- 2.0mm)

246976 33.7mm (+/- 3.0mm)

809014 M18x1.5mm (6H thread) minor diameter of 16.89mm/16.38mm

809014 33.0mm/36.0mm

980527 3.5mm (+/- 0.5mm)

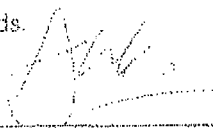
980529 30.5mm (+/- 5mm)

In addition to these missing gages, several other issues remain as a result of this business moving from Universal Mfg:

- * Battery on bearing press in GMX Room became dislodged causing the program to be lost.
- * Wires were cut IN panel boxes for equipment in GMX Room and Diamondsizer.
- * Several wires in panel boxes for equipment in GMX Room were crossed.

Pat, we need you to look into these occurrences and respond back as soon as possible. As always, thanks for the support you've offered to us during this period of transition.

Best Regards,



Saginaw Steering Systems World Headquarters 3900 Holland Road Saginaw, MI 48601-9494 USA